



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

June 12, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**EDMUND D. EDELMAN CHILDREN'S COURT/LOS NIETOS SHUTTLE SERVICE
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this service is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for the Edmund D. Edelman Children's Court/Los Nietos Shuttle Service in the contract amount not to exceed \$859,221 for the three year contract term (\$286,407 annually), to First Transit, Inc., headquartered in Cincinnati, Ohio; and direct the Chairman to execute the contract. This contract will be for a period of three years commencing on July 1, 2007, with two 1-year renewal options, not to exceed a total contract period of five years. Funds for the first contract year are available in the First Supervisorial District's (\$71,602) and the Top-of-Pot (\$214,805) Proposition A Local Return Transit Programs in the proposed Fiscal Year 2007-08 Transit Enterprise Fund budget. Funds for the second and third contract years and optional renewal years will be made available through Public Works' annual budget process.

4. Delegate authority to the Director of Public Works or his designee to annually expend up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required and for fuel adjustment in accordance with the contract.
5. Authorize the Director to renew the contract for each additional renewal option if, in the opinion of the Director, the contractor has successfully performed the previous contract period and the services are still required; to approve contractor's entity change in accordance with the Board's policy on contractor mergers/acquisition; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend it if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for the operation of the Edmund D. Edelman Children's Court Shuttle and the Los Nietos Shuttle Services. The Edmund D. Edelman Children's Court Shuttle will provide local shuttle service between the Edmund D. Edelman Children's Court; Sheriff's Headquarters on Sheriff Road; and the California State University, Los Angeles, Metrolink Station. The Los Nietos Shuttle will provide local shuttle Service to residents in the unincorporated County area of Los Nietos to access local points of interest. The work to be performed may include, but is not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; administration of training and safety programs; maintenance and repair of service vehicles and equipment; processing of warranty claims for the County vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of service, unless specifically identified to be contributed by the County.

Public Works has contracted for the Edmund D. Edelman Children's Court Shuttle service since 1991 and the Los Nietos Shuttle service since 2000. The current contract for these services will expire on June 30, 2007. The purpose of this action is to continue contracting for these services.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility, as the contractor has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for an annual amount not to exceed \$286,407, plus 25 percent for unforeseen, additional work within the scope of work of the contract and for fuel adjustment in accordance with the contract. This amount is based on Public Works' estimated annual requirements for the service at the hourly rates quoted by the contractor. This contract will commence upon July 1, 2007, for a period of three years with two 1-year renewal options, not to exceed five years.

The necessary funds for the first contract year are available from the First Supervisorial District's (\$71,602) and the Top-of-Pot (\$214,805) Proposition A Local Return Transit Program in the proposed Fiscal Year 2007-08 Transit Enterprise Fund budget. Funds to finance the second and third contract years and the contract's renewal years will be made through Public Works' annual budget process.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

This Proposition A contract does not allow for a cost-of-living adjustment. However, this contract does contain a provision for cost adjustments based on the price of fuel on a monthly basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed contract (Enclosure A) has been executed by the contractor and approved as to form by County Counsel.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in Los Angeles County Code Section 2.121.380 have been met.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage rate of \$9.64 per hour with qualifying health benefits or \$11.84 per hour without health benefits.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

This service is a discretionary project that is statutorily exempt from CEQA pursuant to Public Resources Code Section 21080 (b) (10).

CONTRACTING PROCESS

On December 21, 2006, Public Works solicited proposals from 128 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP of this contracted service was submitted on December 21, 2006, to the Local 660 Union for review before being released to the public. The union has not asked to meet with Public Works regarding this solicitation.

On February 5, 2007, four proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, labor/payroll record keeping, equipment, driver safety record, and references. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, First Transit, Inc., headquartered in Cincinnati, Ohio.

Enclosure C reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned (or started).

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

The Honorable Board of Supervisors
June 12, 2007
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CONCLUSION

Enclosed are three originals of the contract. Upon approval by your Board, please return the originals designated Contractor Execute and Department Conform along with one adopted copy of this letter to this office for further processing. The original designated Board Execute is for your files.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 5

cc: Office of Affirmative Action Compliance
Chief Administrative Office
County Counsel

AGREEMENT FOREDMUND D. EDELMAN CHILDREN'S COURT/LOS NIETOS SHUTTLE SERVICE

THIS AGREEMENT, made and entered into this 12TH day of JUNE, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and FIRST TRANSIT, INC., a Corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 5, 2007, hereby agrees to provide services as described in the attached specifications for Edmund D. Edelman Children's Court/Los Nietos Shuttle Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, System Map and Schedules; Exhibit F, Contractor-Provided Service Vehicle Specifications; Exhibit G, County-Provided Service Vehicle Specifications; Exhibit H, Controlled Substance and Alcohol Testing Program; Exhibit I, Transit Security Plan; Exhibit J, Vehicle Appearance/Cleanliness Checklist; Exhibit K, Fuel Price Adjustments; Exhibit L, Sample Calculation of the Fuel Price Adjustment; Exhibit M, Terminal Manager's Compliance Checklist; Exhibit N, Monthly Ridership Form (MR-20) for the LACMTA Consolidated NTD Report for Fiscal Year ____; and Exhibit O, Preventative Maintenance; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, a rate of \$60.22 per hour for Contractor-provided vehicles and \$48.21 per hour for County-provided vehicles; at a total annual amount not to exceed \$286,407 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of three years commencing on July 1, 2007, or Board approval, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall conform with requirements outlined in Exhibit A, paragraph H, Rates and Compensation. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: The Proposer is purchasing fuel using Market Prices. The Director may adjust 10 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, and at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Propane (LPG) using West Coast (PADD 5) "Commercial/Institutional," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one

month interval (interval may differ), which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit L. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through O, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By *Gloria B. Bente*
CHAIR, PRO TEM, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By *[Signature]*
Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

58

JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *Raymond G. Fortner, Jr.*
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

FIRST TRANSIT, INC.

By *[Signature]*
Deputy

By *[Signature]*
Its President

RIK DUNNING

Type or Print Name


By *Michael Petrucci*
Its Secretary

Michael Petrucci

Type or Print Name

[Signature]
DANIEL ROBERT BLEERCK, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date, Section 147.03 O.R.C.

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>Ohio</u></p> <p>County of <u>Hamilton</u></p> <p>On <u>May 1, 2007</u> before <u>ALLETTE SASTRE</u></p> <p>personally appeared <u>Rick Dunning</u></p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <p style="text-align: center;">  <u>[Signature]</u> SIGNATURE OF NOTARY </p>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S)</p> <p><input checked="" type="checkbox"/> CORPORATE OFFICER(S)</p> <p><u>Rick Dunning</u>, AND</p> <p><u>Senior Vice President</u></p> <p><input type="checkbox"/> PARTNER(S) TITLE(S)</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING:</p> <p>NAME OF PERSON(S) OR ENTITY(IES)</p> <p><u>First Transit, Inc.</u></p>		
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> </td> <td style="width: 70%;"> <p>Title or Type of Document <u>Agreement for Edmund D. Edelman Children's Court/Los Nietos Shuttle Service</u></p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p> </td> </tr> </table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document <u>Agreement for Edmund D. Edelman Children's Court/Los Nietos Shuttle Service</u></p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
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**CERTIFICATE OF RESOLUTION
OF THE BOARD OF DIRECTORS
FIRST TRANSIT, INC.**

I hereby certify that I am the duly appointed Secretary of First Transit, Inc. and the following resolutions were duly adopted by the Board of Directors at a meeting on May 5, 2006:

WHEREAS, First Transit, Inc. is in the business of public transportation;

WHEREAS, in order to expediently submit bids to perform public transportation services, corporate officials are required to be empowered to lawfully bind the corporation to its bids;

NOW THEREFORE BE IT RESOLVED,

Any one (1) of the following officers of the corporation has the authority to execute and deliver such documents, instruments, contracts, or other matters necessary to bind the corporation to any proposal, contract, bid document, correspondence or any document or instrument whatsoever necessary to bind the corporation to a bid, proposal or contract for the provision of school bus and any related services: **Richard Dunning**, *Senior Vice President*.

There being no further business, the meeting was adjourned.



Daniel R. Beerck, *Asst. Secretary*

- CORPORATE SEAL -

SCOPE OF WORK

EDMUND D. EDELMAN CHILDREN'S COURT/LOS NIETOS SHUTTLE SERVICE
(2007-PA002)A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Arnel Dulay of Programs Development Division, who may be contacted at (626) 458-5909, e-mail address: adulay@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

1. The Edmund D. Edelman Children's Court Shuttle will provide local shuttle Service between the Edmund D. Edelman Children's Court, Sheriff's Headquarters, and the Cal State University, Los Angeles, Metrolink station.

See Exhibit E for current route map.

2. The Los Nietos Shuttle will provide local shuttle Service to residents in the unincorporated County area of Los Nietos and access to the following points of interest:

- Major shopping centers.
- Senior centers.
- Youth and community centers.
- Educational destinations.
- Medical providers.
- Public parks and recreational areas.
- Public libraries.
- Civic centers.

See Exhibit E for current route map.

C. Work Description

The work to be accomplished under these specifications shall be the continuation of a community shuttle service, which serves the unincorporated areas of Los Nietos and the Edmund D. Edelman Children's Court, hereinafter referred to as the Edmund D. Edelman Children's Court/Los Nietos Shuttle Service (Service).

The Contractor shall operate the shuttle Service subject only to the general policies and direction of the County with regard to management and operations and to the provisions and requirements of this Exhibit A, Scope of Work. The Contractor shall do all things, including, but not limited to, providing executive and administrative management; employment and supervision of all personnel, including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for the County's vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping Services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by the County.

D. Routes, Frequency, Hours and Days of Service

1. Service

Service routes, frequency, and days of operation shall be as specified in Exhibits E .

Service shall not operate on Saturdays, Sundays and the following major holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving Day, Veterans' Day, and Christmas Day.

Whenever one of these holidays occur on a Saturday or Sunday and is celebrated on the preceding Friday or the following Monday, Service shall operate on a normal schedule on the date of celebrating the holiday. For example, if Independence Day falls on a Sunday, but is celebrated on Monday (July 5th), normal Service shall be provided on Monday, July 5th. Likewise, if Independence Day falls on a Saturday, but is celebrated on Friday (July 3rd), normal Service shall be provided on Friday, July 3rd.

2. Service Modification

The County has established Service routes and schedules as described in Exhibit E. If the Director determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas served, the Director of Public Works and Contractor shall plan and institute such changes jointly within the terms of this Contract.

The Contractor agrees that total revenue Service hours may be increased or decreased by up to 20 percent without renegotiation of basic vehicle Service hour unit price over the term of this Contract.

Any modification will be furnished by the Director to the Contractor at least 30 calendar days prior to any Service revision unless a shorter time period is mutually agreeable to both parties.

E. Equipment

1. Transit Vehicles

a) Contractor-Provided and Operated Service Vehicles

Unless otherwise determined by the County, at its sole and absolute discretion, Service shall be provided by the Contractor using Contractor-provided vehicles. The Contractor shall be responsible for providing three vehicles that meet or exceed the required specifications described in Exhibit F, Contractor-Provided Service Vehicle Specifications, hereinafter referred to as "Contractor Vehicles".

1. Contractor Vehicles Signage

The Contractor shall be required to provide signage. If the same Vehicles are utilized for the Edmund D. Edelman Children's Court and the Los Nietos Shuttle, the vehicles shall be properly identified using removable signage, window placards, or other methods approved by County for Service prior to the implementation.

b) County-Provided Service Vehicles

At its discretion, County may procure up to two alternatively fueled buses operating on propane as described in Exhibit G, County-Provided Service Vehicle Specifications or low emission, gasoline powered vehicle with similar Contractor vehicle specifications hereinafter referred to as "County Vehicle". This new County-owned vehicle will replace Contractor-provided buses and leased to the Contractor at a rate of \$1 per month. Upon receiving County-owned vehicle, Contractor shall be responsible for operating and maintaining it. Contractor shall be responsible for the costs required to keep County-Owned vehicle properly maintained, insured, serviced, and stored.

In the event that the County Vehicle breaks down or is out of Service, Contractor shall provide sufficient Contractor Vehicles to continue uninterrupted Service during all periods in which County Vehicle is not available for Service.

c) Support Vehicles

The Contractor shall provide all other vehicles necessary for adequate supervisory and maintenance support. These vehicles shall be in good operating condition and appearance.

d) Supplemental Vehicles

The Contractor may be directed by the Director to provide and operate vehicle(s) for Service in the event demand for Service exceeds the capacity provided by vehicles described in the above. The supplemental vehicles shall meet or exceed the required specifications described in Exhibit F and shall be approved by the Director prior to being placed into Service.

2. General Terms for Transit Vehicles

Contractor shall acknowledge receipt, condition, and working order of any County vehicles and equipment and any County vehicles and equipment subsequently added to the fleet, when received.

All vehicles, related accessories, equipment, and facilities required by this Contract shall be maintained by Contractor in good order and in a condition satisfactory to Director. Upon request by Director, reports regarding vehicles' conditions, operation status, complaints, or other relevant information pertaining to Service shall be forwarded to Director within 30 days of the Director's request. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

Contractor shall provide spare vehicles equipped with air conditioning and lift equipment in the event the assigned vehicles break down. The spare vehicles should be similar in kind to Vehicles. The cost of the spare vehicles shall be included in Contractor's actual overall Service operating costs. Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws including, but not limited to the American Disability Act (ADA).

Contractor shall be prohibited from the sale, assignment, or sublease of County Vehicles or equipment. Contractor shall also be prohibited from using County Vehicles or equipment for any purpose other than providing Service as specified in this Contract. At contract termination, Contractor shall return and deliver all County Vehicles, equipment, and all other peripheral equipment to County (date, time, and address to be specified by Director) with no deferred maintenance or damages with the exception of reasonable wear and tear.

Director may inspect vehicles, equipment, and all other peripheral equipment prior to Contract expiration/termination to assess condition of vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Director, at his own discretion, may withhold up to the final two months of Service payment until repair is completed by Contractor or deduct the cost of correcting the deficiencies from payment due to Contractor if Contractor fails to perform the necessary work to correct the deficiencies.

Contractor shall, at its sole expense, repair or replace any County Vehicle and/or equipment, which may be damaged or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause. If equipment is to be replaced by Contractor, it shall be with a County-approved exact duplicate or as stipulated by Director.

In no event shall Contractor's liability exceed actual book value of vehicle and/or equipment so damaged. At Director's sole option, the insurance funds received by Contractor, plus any applicable deductible, can be submitted to County in lieu of a replacement vehicle or equipment.

Book value of vehicles shall be based on straight-line depreciation over the years of useful life with a 10 percent salvage value. The beginning date of the depreciation to be used is the first date the new vehicles are placed into Service. The final sale price (excluding taxes, license fees, and documentation fees) of the new vehicle(s) shall be used as the basis for depreciation.

3. Communication Equipment

The Contractor, in the performance of this Contract, shall comply with all laws and regulations, including any and all contained within the California Vehicle Code (VC).

Bidders should be aware of California VC Section 23125.

Bidders should also be aware of SB1613, the "hangup and drive" Bill, adopted by the Legislature in 2006 and approved on September 15, 2006, by the Governor.

- a. Contractor shall provide mobile phones or two-way radio communication equipment for all vehicles utilized in Service. Contractor shall provide the necessary communication equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and vehicles while in Service. Contractor shall be responsible for proper maintenance of said equipment on all vehicles and shall

comply with all applicable Federal statutes and regulations in connection with such use. Contractor shall be responsible for licensing of radio communication equipment. Citizen's Band communication equipment is not acceptable.

Cellular phone shall be utilized for communication between the vehicles the Children's Court and the Sheriff's Headquarters. During the nonpeak hours of the Children's Court Shuttle Service, the shuttle does not Service the Sheriff's Headquarters unless requested. If patrons need service from the Sheriff's Headquarters, they will contact the shuttle driver through a dedicated phone number.

b. Internet Access and E-Mail

Contractor shall maintain Internet access and valid e-mail addresses throughout the duration of this Contract. Contractor shall provide a unique e-mail addresses for the Program Manager and the Maintenance Manager. Contractor shall provide the Contract Manager with these e-mail addresses as some communication, including the monthly reports, may be done through e-mail for convenience and timeliness.

c. Business Contact Telephone Number

Contractor shall provide the Contract Manager with a business contact telephone number that shall be answered by a live person during Service operation hours. The person answering the telephone shall be able to put Director in contact with key management personnel in case of an emergency.

d. 24-Hour Contact

Contractor shall maintain a 24-hour emergency contact pager, cell phone, or management telephone tree. A person in management shall be available to return a call to Director within one hour after being requested even during nonbusiness hours. This management person shall be able to address all operational issues in case of an emergency.

F. Storage and Maintenance Facilities

1. The County will not provide storage facilities for the Contractor.
2. Contractor shall provide appropriate fixed-vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Service vehicles and equipment. Facilities shall include:
 - a. An enclosed work space sufficient to allow maintenance personnel to Service vehicles and be protected from the weather.
 - b. A concrete shop floor capable of withstanding the maximum weight of Service vehicles.
 - c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for all Service vehicles.
 - d. A compressed air supply.
 - e. Tire changing equipment.
 - f. Battery maintenance equipment and spare batteries.
 - g. Vehicle lubrication equipment.
 - h. All tools and equipment necessary to perform required preventive maintenance activities.
 - i. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.
 - j. Facilities and equipment necessary to wash and clean the vehicles in accordance with this Contract.
 - k. Adequate secured storage area for tools, equipment, and parts.
 - l. A lighted maintenance pit or an appropriate OSHA or American National Standard Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest of Service vehicles six feet above the floor for maintenance purposes.
 - m. Fueling facility and ability to provide propane (LPG) or compressed natural gas (CNG) if Vehicle specified in either Exhibit F, Section I or Section II is operated by Contractor.

G. Vehicle and Equipment Maintenance

1. Vehicle Condition

All vehicles, vehicle equipment, and any other equipment necessary to provide Service shall be maintained by Contractor to acceptable appearance standards and in good repair and condition satisfactory to Director and in accordance with manufacturers' recommended maintenance procedures as well as with applicable Federal and State regulations. Contractor shall maintain a "satisfactory" California Highway Patrol (CHP) terminal inspection rating throughout the life of this Contract. If Contractor receives a rating of "unsatisfactory" from the CHP, Contractor shall so notify Director immediately and outline steps that shall be taken to correct deficiency(ies). Failure of the Contractor to take the necessary actions to improve their Terminal inspection rating to a "satisfactory" rating within 6 months of receiving an "unsatisfactory" rating will be grounds for termination of the proposed contract. Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County-Owned Vehicles Only)

Director will provide Contractor with the written manufacturers' warranty for each County Vehicle. Contractor shall become County's designated warranty agent for all County Vehicles. Contractor shall be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all work and parts that are covered under warranty. Contractor shall diligently follow the preventive maintenance program so any warranty coverage of County-owned vehicles is not lessened or invalidated. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

3. Vehicle Appearance/Cleaning/Fumes

Contractor shall be responsible for maintaining the appearance of all Service vehicles as described in Exhibit J, Vehicle Appearance/Cleanliness Checklist. Contractor shall maintain an up-to-date record of all washings and major cleanings, which shall be made available to Contract Manager upon request. A Service vehicle may be removed from Service by Contract Manager for unacceptable appearance.

a. Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, mopped ("wet mop" process only), and dusted daily. Under no circumstances shall the "hosing out" (water wash down) of vehicle interiors be allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week including all windows, seats, floor, stanchions, and grab rails. All foreign matter such as, gum, grease, dirt, and graffiti shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner. Upon discovery of the damaged seat upholstery, vehicle shall be immediately removed from revenue Service. Damaged seat upholstery shall be repaired or replaced before vehicle is allowed back into revenue Service. Contractor shall replace seat covers and/or seat boards, which are worn or damaged and cannot be professionally repaired, using materials which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned weekly or more often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at Contractor's expense, to exterminate said pests in the event that they occur in the vehicles.

b. Vehicle Exterior

Exteriors of all vehicles shall be washed every other day during dry conditions and every day during rainy conditions to maintain a clean, inviting appearance. Exterior washing shall include vehicle body, all windows, and wheels. All rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once per month or as necessary to maintain an attractive appearance. Contractor shall be responsible for maintaining the artwork on the exterior of the vehicles.

c. Fumes

The interior passenger compartments of vehicles shall, at all times be free of fumes from the engine, engine compartment, and exhaust system of vehicles.

d. Graffiti

The County has a zero tolerance for graffiti. Any Service vehicle that is vandalized with graffiti shall be removed from revenue Service. The vehicle can not be returned to Service until the graffiti has been completely removed.

4. Daily Pretrip and Posttrip Vehicle Inspection and Servicing

Each vehicle shall receive a daily pretrip and post trip inspection by the operator (driver) prior to being placed in Service and after the vehicle is taken out of Service. Contractor's daily Pretrip and Posttrip Vehicle Inspection Report forms shall be submitted to the Contract Manager in a format approved by Director. Daily pretrip and posttrip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. Daily pretrip and posttrip inspections shall also include physical operation of the wheelchair lift or ramp to ensure ADA compliance. A record of all such inspections shall be kept by Contractor and be submitted to County as required herein.

Contractor shall perform daily vehicle servicing on all vehicles used in Service. Daily servicing shall include, but not be limited to, fueling, engine oil, coolant, water, and transmission fluid check/add; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and checking of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. Contractor shall document the daily vehicle servicing on the daily pretrip and posttrip vehicle inspection report in written checklist format.

Each Vehicle operator making an inspection shall be required to fill out an inspection report form and turn it in to the maintenance supervisor. Prior to next pullout, Contractor shall repair or replace any vehicle that has defects and/or possesses a safety or operational problem.

5. Wheelchair Lifts or Ramps

Contractor shall inspect, maintain, and repair wheelchair lifts or ramps to assure safe and proper operation and to ensure ADA compliance. Wheelchair lifts or ramps shall be fully operational whenever a vehicle is used in Service. It is unlawful to assign Vehicles to revenue Service with defective lift/ramp equipment on concurrent days without repairs having been made.

6. Destination Signs

Destination signs shall, at all times, be correctly set for Service being provided. When deadheading to/from yard location and other nonrevenue moves, sign(s) shall indicate "Not In Service."

7. Maintenance Program

a. General Scope

Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement along with the necessary Service facilities to provide the maintenance required for the operation of all equipment pursuant to this Contract. Contractor shall be fully responsible for the maintenance of all vehicles, radios, passenger counters, destination signs, and all equipment to be used to perform this Contract in strict conformity to CHP regulations and orders. Contractor's duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of Director.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by Contractor on all vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements.

c. Vehicle Damage

Contractor shall, at its expense, replace or repair immediately any damage resulting from an accident or otherwise which would impair the proper and safe mechanical operation of the vehicle. All other vehicle damage resulting from any accident, or otherwise, shall be repaired within two weeks or as otherwise required by Public Works, law, or regulation. If Contractor cannot complete the work within the time specified, Contractor shall notify the Contract Manager in writing of the reason for the delay and the estimated completion date. The deadline may be extended at the Contract Manager's sole discretion. Contractor shall log and keep an accurate and up-to-date record of all vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all vehicles for Service at the recommended Vehicle manufacturer's specifications, or as set forth by the Contract Manager. The Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by vehicle manufacturers' maintenance specifications. This window of plus or minus 500 miles cannot be added to successive maintenance intervals. For instance, if the vehicle manufacturer recommends maintenance at a 3,000 mile interval, then Contractor would be allowed to perform the preventive maintenance at 3,000 miles plus or minus 500 miles, 6,000 miles plus or minus 500 miles, etc.

All scheduled and preventive maintenance shall be completed in a timely manner, and Contractor shall keep all Work Order cards and a Preventive Maintenance Inspection Record on each vehicle indicating the date each inspection took place, a description of all work done to the vehicle, the parts and supplies used, employee identification, and signatures of the mechanics who performed the work and the maintenance supervisor who inspected the work.

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where Contractor's employees observe that maintenance is needed in advance of the schedule. Contractor shall not defer maintenance for reasons of shortage of maintenance staff, parts, equipment, or operable vehicles nor shall Service be curtailed for the purpose of performing maintenance without prior written consent of the Contract Manager.

e. Brake Inspection/Adjustment

Brake inspections on air brake systems shall occur every 45 calendar days or more frequently in accordance with the number of miles the Vehicle was in operation since the prior inspection.

f. Heating, Venting, and Air Conditioning

The Heating, Venting, and Air Conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times while vehicles are in Service. Contractor shall maintain the HVAC systems in an operable condition at all times throughout the year.

g. Spare Parts

Contractor shall establish and maintain an ongoing spare parts inventory sufficient to maintain vehicles in operating condition at all times.

h. Vehicle Towing

In the event that towing of any Service vehicle is required due to mechanical failure, damage, or any other reason, Contractor shall be responsible to provide such towing at Contractor's sole expense.

Contractor shall ensure that the requirements and procedures for towing vehicles are followed and that proper towing methods and equipment are used. Towing may be subcontracted; however, the Contractor is responsible for all work performed by any subcontractor.

8. In-Service Vehicle Breakdown

In the event of an In-Service Vehicle breakdown, the maximum response time for a substitute Service Vehicle with a wheelchair lift or ramp and working air conditioner to be made available for the patrons shall be 30 minutes.

The Contract Manager reserves the right to establish additional criteria regarding reliability of response in the event of vehicle breakdowns.

9. Vehicle Maintenance Record Keeping

Contractor shall maintain an up-to-date maintenance file for each Service vehicle containing, at a minimum, the following information:

- a. Make.
- b. Model.
- c. Serial Number/Contractor Fleet Number.
- d. License Number.
- e. Date Received.
- f. Unit Repairs (mechanical).
- g. Preventive Maintenance Inspection (PMI) Reports.

- h. Daily Pretrip and PostTrip Vehicle Inspection Reports.
- i. Work Orders.
- j. Warranty Work.
- k. Major Mechanical Repair/Unit Replacement.
- l. Body/Interior Repairs (cosmetic).

Contractor shall make available and submit the entire file to the Contract Manager, the CHP, and/or other regulatory agency upon a request to do so at any time.

10. Applicable Vehicle Codes and Regulations

All vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California Vehicle Code for a bus. All parts of vehicles and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13. Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by Director and/or by CHP. Director shall be immediately notified of inspections performed by a governmental agency other than County. The results of inspections shall be provided to Director within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise Director of same.

H. Rates and Compensation

Rates

1. Contractor-Provided Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of the number of vehicle Service hours provided with Contractor vehicles times the rate provided in Form PW-2, Schedule of Prices, hereinafter referred to as "Contractor Hourly Vehicle Rate", less any and all liquidated damages pursuant to Exhibit A, Section Z, Liquidated Damages. A vehicle Service hour is defined as the actual hours of Service starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibits E, Route Descriptions, Schedules, and Timed Stop Location Listings.

Unless otherwise provided for herein, Contractor Hourly Vehicle Rate shall cover all costs of Service provided by Contractor pursuant to this Scope of Work.

2. County-Provided Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of i) the number of Service vehicle Service hours provided with County Vehicles times the rate provided in Form PW-2, Schedule of Prices, hereinafter referred to as "County Vehicle Rate"; less ii) any and all liquidated damages pursuant to this Exhibit, Section Z, Liquidated Damages. A vehicle service hour is defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibit E.

3. Claims for Payment

Contractor shall submit County-provided monthly operation cost claims to COUNTY along with documentation thereof and all required reports in the form and number required by County no later than the 15th day of the following month for payment for Service. Operating costs shall be submitted as amount due Contractor. Invoices shall be sent to:

County of Los Angeles Department of Public Works
Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

Subject to acceptance and approval by the Contract Manager, payments will normally be made within 30 calendar days.

I. Pass-Through Costs (County-Provided Vehicles)

County recognizes that there are items not covered under this Contract for which Contractor is not compensated under the aforementioned rate. County will allow Contractor to pass-through the amounts necessary to cover the following specific items only if Director has authorized the work in writing prior to Contractor's initiation of work for the item. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

1. Engines/Transmissions/Differential Units

County recognizes that during the term of this Contract, engines, transmissions, and/or differential units for County-Provided vehicles, that

are no longer under warranty, may have to be rebuilt or replaced. If Contractor determines that an engine, transmission, and/or differential unit requires rebuilding or replacement, Contractor shall notify Contract Manager immediately, after making such determination and subsequently in writing, detailing the reason for such a determination. After inspection by Contract Manager, Contract Manager may direct Contractor in writing to proceed with the work. County will reimburse Contractor only for the costs associated with the work approved by Contract Manager on the engines, transmissions, and differential units. Costs associated with the removal and replacement of engines, transmissions, and differential units including associated replacement of attachment devices, gaskets, seals, etc. shall be the responsibility of Contractor.

2. Air Conditioning

County recognizes that during the term of this Contract, air-conditioning compressors, in use on County Vehicles equipped with air-conditioning systems utilizing refrigerant, may be prone to failure. If Contractor determines that an air-conditioning compressor, and/or compressor clutch unit, requires replacement due to operational failure of said compressor, Contractor shall notify Contract Manager immediately, after making such determination and subsequently in writing, detailing the reasons for such a determination.

After inspection by Contract Manager, Contract Manager may direct Contractor in writing to proceed with the recommended work. Contract Manager will allow Contractor to pass-through the costs related to actual repair/replacement of the compressor/clutch unit as described above, any air-conditioning filter (filter-dryer) that required replacement as a result of the specific compressor failure and replacement refrigerant as may be required as a result of the specified compressor failure. County will reimburse Contractor only for the costs associated with the components and refrigerant as described above.

Costs associated with the removal and replacement of air-conditioning compressor/clutch unit filter and refrigerant shall be the responsibility of Contractor.

3. Vehicle Repaint/Graphics

Should a County Vehicle require a complete exterior repaint and/or decaling due to normal wear and tear as determined by Contractor, Contractor shall notify Contract Manager in writing detailing the reasons for such a determination. After inspection by Contract Manager, Contract Manager may direct Contractor in writing to proceed with the work. Contractor will only be permitted to pass-through to County costs relating

to the actual repaint, lettering, and decaling work. All costs associated with vehicle body repair, due to an accident, in order to restore the vehicle to County specifications, shall be the responsibility of Contractor. Contractor will be permitted to pass-through painting and decaling costs resulted from County Vehicles changing Services such as new color schemes and decals reflecting new Service names and phone numbers. Contractor will not be allowed to pass-through costs for painting and decaling work required for repairing blemishes that occurred before Contractor received the vehicles. Such blemishes shall be noted during pre-acceptance inspections so that Contract Manager can work with the prior Service provider to correct them. All work related to the pass-through costs shall be approved, in writing, by Contract Manager before Contractor commences work.

4. Rehabilitation of County Vehicles

If Contractor believes that a County-Provided vehicles may require complete mechanical overhaul, and/or rehabilitation, that is not covered by the vehicle's warranty, Contractor shall so notify Contract Manager in writing in order to meet County specifications. In such instances, Contract Manager will inspect vehicle and make determination of work to be accomplished. Contractor shall then obtain the services of a known and qualified facility equipped to perform the task necessary as part of Contract Manager's assessment. The facility shall employ "certified" mechanics, welding, refrigeration, brakes, personnel, etc., to perform necessary work. Contract Manager will reserve the right to inspect and approve the facility where the work shall be performed. Contract Manager will have the right to perform preproduction, on-time, pre-delivery, post-delivery, conditional acceptance, and final acceptance inspections on the vehicle.

After completion of overhaul and/or rehabilitation of vehicle, Contractor shall invoice County for such work along with all necessary and required documentation as determined by Contract Manager. Contractor shall withhold between five to ten percent of the amount due the selected facility for the approved work until Contract Manager's final acceptance of vehicle. Final acceptance will be made after the vehicle has reentered revenue Service for a reasonable time frame or reasonable mileage.

Contractor and Contract Manager shall agree to the percent of withholding fee and time period applicable in each instance. County will withhold the applicable percentage from the amount due to Contractor until the vehicle passes the testing period. Contractor shall invoice County for any remaining balance after Contract Manager's final acceptance of vehicle. Subject to final acceptance and approval by Contract Manager, payment will normally be made within 30 calendar days of approval.

5. Other Pass-Through Repairs

County recognizes that during the term of this Contract, there may be needed repairs or modifications to vehicles that are beyond the control of Contractor and have not been identified in 1 through 4 above. In order to be eligible for pass-through costs for items not specifically mentioned in paragraphs 1 through 4 above, Contractor shall present the required Scope of Repairs to Contract Manager. Contractor shall obtain Contract Manager's approval of the Scope of Repairs in writing prior to any repair work commencing.

J. Monitoring and Auditing Service

1. Monitoring Service

In order to document Service, Contractor shall maintain all Service records as requested by County and as required for good business practices. Contractor shall monitor Service, schedules, and ridership in a method approved by County. Based on this monitoring, Contractor shall indicate the need to maintain, reduce, or increase the frequency of operations. County will have the right to have authorized County personnel board, at no cost to County, all vehicles utilized by Contractor in the performance of Service for the purpose of monitoring Service.

2. Auditing and Inspection of Service

Contractor shall permit authorized representative(s) of County to examine all data and records related to Service or Contractor's operation of any similar Service upon request by County and approval by the other jurisdiction. All Service records prepared by Contractor shall be owned by County and be made available to County at no additional charge.

Additional documentation of Service may be provided through passenger surveys. These surveys may be administered by authorized representatives of County or by Contractor if so requested by Director. It shall be the responsibility of Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work including the distribution of survey questionnaires, etc.

County, or any person authorized by County, will at all times have access and the right to inspect Contractor's equipment and facilities utilized in the performance of this Contract.

3. Compensation due to Force Majeure

In the event that the Contractor is precluded from starting this Service described herein for those excusable reasons cited in Section T hereinafter, the Contractor shall not receive compensation under this Service for the excusable delay. If the excusable delay occurs following the start of the regularly scheduled Service, the Contractor shall be compensated as specified in this Exhibit.

K. Personnel

Contractor shall be solely responsible for the satisfactory work performance of all employees providing Service and shall be solely responsible for payments of all employees and/or subcontractor wages and benefits. Without any additional expense to County, Contractor shall comply with all the requirements of employee liability, workers' compensation, employment insurance, and social security.

Contractor shall hold County, its Board and each member thereof, and every officer, agent, and employee free and harmless from any and all liability, damages, claims, costs, and expenses of any nature arising from Contractor's alleged violations of personnel practices. County will have the right to demand removal from the Service, for reasonable cause, any personnel furnished by Contractor. Contractor shall not, absent prior written notice to and consent by County, remove or reassign any of the key management personnel, such as the Program Manager or Maintenance Manager, as described below, at any time prior to or after execution of this Contract.

Contractor shall train all personnel who are likely to be in contact with the public to give courteous, accurate information concerning the routes and schedules of Service and concerning Service interfacing with other transit services in the vicinity. Contractor shall require that all personnel report all passenger complaints and/or operation problems to the Project Manager, as described below. Contractor shall maintain a daily diary (log) for this purpose that shall be subject to inspection by County. Upon notice from County concerning the conduct, demeanor, or appearance of any person in the employment of Contractor not conforming to the provisions contained herein, Contractor shall take all steps necessary to remove or alleviate the cause of the objection.

1. Program Manager

Contractor shall designate a Program Manager whose responsibility shall be to oversee the day-to-day operations of Service. Said Program Manager shall have full authority to act for Contractor and shall be reachable via telephone or cell phone during the hours of Service. The

Contractor's Program Manager shall have at least three years' experience in the provision of fixed-route Service with a fleet size of 2 to 20 vehicles.

2. Road Supervisor

Contractor shall employ a minimum of one road supervisor who shall be dedicated to Service and shall be reachable at all times via telephone or cell phone during the scheduled hours of Service.

3. Office Personnel

Contractor shall employ personnel from 8 a.m. to 5 p.m., Monday through Friday, and during other operating Service hours to answer inquiries from the public and respond to complaints regarding the Service. Office personnel shall have an e-mail address and shall have access to a computer during Service hours. Furthermore, office personnel shall be able to use Microsoft Word and Excel software. County personnel may, at their discretion, ask questions about the operation, maintenance, complaints, or status of vehicles, etc., via e-mail. Office personnel shall be able to research County questions with his/her superiors and respond to County personnel via e-mail.

4. Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate the Service vehicles and equipment and to provide the required Service. Contractor shall be responsible for the recruitment, controlled substance and alcohol testing, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to Service vehicle operators. Operators' wages and work hours shall be in accordance with Federal, State, and local regulations, including County's Living Wage, affecting such employment.

a. Operator Recruitment and Selection

Contractor shall review a current California Department of Motor Vehicles (DMV) report on all applicants who would operate Service vehicles and shall reject any applicant who failed to appear in court for "Driving Under the Influence." Contractor shall perform a background check on all applicants for Service vehicle operators and shall reject any applicant who has been convicted of any felony charge, which would affect the applicant's ability to perform as a vehicle operator.

Contractor shall check California DMV records (Pull Notice Program) at least every six months, beginning at the start of Service, for accidents, Vehicle code violations, and valid driver's licenses of those employees whose job requires them to operate Service vehicles. Contractor shall notify County within five business days of the results of said checks and corrective actions taken, if any.

Contractor shall join the Pull Notice Program, whereby Contractor shall be notified of any activity on a transit vehicle operator's driving record. Any operator exceeding the California DMV point system, or with a revoked or suspended license, shall not be allowed to operate a Service vehicle.

b. Operator Requirements

Contractor shall require and be responsible for each Service vehicle operator in meeting the following requirements. All Service vehicle operators shall:

- (1) Have a valid California Class B driver's license and a medical examination certificate as well as any other licenses required by applicable Federal, State, and local regulations. A vehicle operator who does not pass the medical examination shall not be permitted to operate a Service vehicle.
- (2) Assist passengers confined to wheelchairs in boarding all vehicles, assist with tie-downs, and assist with securing lap belts, if so requested by the passenger.
- (3) Be in uniform acceptable to County. Uniform shall include both shirt/blouse and slacks. Drivers shall wear name tags clearly displaying their names while performing their duties. While coats and hats are not required, if worn, they should match the uniform, and coats should display the Service vehicle operator's name tag.
- (4) Assist passengers who have difficulty negotiating the steps of the Vehicle. Service vehicle operators shall make the lift available to such passengers, if so requested by passenger.
- (5) Be available and on time daily to ensure consistent and reliable Service.

- (6) Carry current Certification of Cardiopulmonary Resuscitation and first-aid training at all times during vehicle operations.

c. Operator Training

Contractor shall be responsible for all Service vehicle operator training. Contractor training program shall be conducted by a "certified" instructor and meet all Federal, State, and local standards. At a minimum, the training program shall include the following:

- (1) Proper operation of a Service vehicle including defensive driving and vehicle handling. Proper operation of destination signs, lifts and ramps, communication equipment, and other equipment to be used on Vehicles.
- (2) California DMV regulations and company policies.
- (3) Service routes, schedules, and transit services in the vicinity.
- (4) Accident and emergency procedures and reports.
- (5) Public courtesy and empathy towards the needs of elderly and persons with disabilities.
- (6) Training in special skills required to provide transportation to elderly and person with disabilities.
- (7) American Red Cross or County-approved equivalent training for cardiopulmonary resuscitation and first-aid.
- (8) Regular and continual formal safety instruction for all operating personnel assigned to perform any activities under this Contract. This personnel shall be required to attend scheduled safety meetings at least four times per year.

5. Maintenance Personnel

Contractor shall supply a sufficient number of properly qualified and "certified" personnel to maintain and Service all Vehicles for Service. Contractor shall be responsible for the recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the maintenance personnel. Wages and work hours shall be in accordance with Federal, State, and local regulations (including the County's Living Wage) affecting such employment.

The Contractor's Maintenance Manager shall be Automotive Service Excellence certified Medium/Heavy-duty Truck Series or School Bus Services Master Technician and shall have at least five years' experience in maintaining a similar fleet of transit Vehicles, including two years' supervising maintenance activities on a similar fleet.

a. Maintenance personnel shall have thorough knowledge of:

- (1) Vehicle engines, automatic transmissions, and related mechanical devices.
- (2) Methods and procedures used in servicing mechanical equipment.
- (3) Vehicle chassis and bodies.
- (4) Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of vehicle equipment.
- (5) Decimals, fractions, and specific math related to vehicle mechanics, electrical schematics, and pneumatic system as used in diagnosis of problems.
- (6) Specialized areas such as painting, upholstering, brake relining, air conditioning, and maintenance of wheelchair lifts and ramps.
- (7) Vehicle electronics.

b. Maintenance personnel shall be able to:

- (1) Inspect and repair vehicle engines, transmissions, and other parts.
- (2) Diagnose vehicle engine, transmission, and electrical system problems.

c. Mechanic Recruitment, Selection, and Supervision

Contractor shall ensure that any mechanics working on the air-conditioning units are properly qualified (certified) and supervised by a mechanic having a minimum of two years experience in transit vehicle air-conditioning diagnosis, Service, and repair.

d. Mechanic Training

Contractor shall ensure all mechanics are properly trained and certified in the operation and maintenance of the vehicles and equipment specified for Service. Contractor shall provide mechanics with ongoing training in order to keep certifications current and to keep abreast of new maintenance techniques and equipment. Contractor shall be responsible for providing personnel for effective maintenance of vehicles used in the performance of this Contract.

K. Marketing and Advertising

County will routinely provide all marketing, public relations, and advertising materials. Contractor shall install such materials on Service vehicles as requested by County and shall distribute literature on Service vehicles as requested by County. The posting of Service-related notices, etc., shall be subject to prior approval by the Contract Manager.

Contractor shall not place inside or outside any Service vehicle any form of advertising unless directly authorized in writing by Director. The terms and conditions of such advertising shall be subject to approval by Director. Proceeds of any advertisement shall be remitted to County.

L. Operating Performance Standards

1. Vehicles

Contractor shall operate Service vehicles with due regard for the safety, comfort, and convenience of passengers and the general public.

2. Service

Contractor shall provide Service as scheduled or according to any adjusted schedule established by County, including route modifications required as a result of a declared emergency. Contractor shall strive to maintain on-time performance.

Contractor shall strive at all times to provide Service in a manner that shall maximize productivity and at the same time maximize customer service. Recognizing that the goals of productivity and customer service may conflict, the following standards are intended to be reasonably attainable by Contractor, fair to the customer, and consistent with County expectations:

a. On-time Service

Service shall be provided as scheduled or according to any adjusted schedule established by County, including route modifications required as a result of a declared emergency.

However, Contractor shall not be held responsible for the failure to provide on-time Service due to extraordinary weather or traffic conditions, Service vehicle malfunctions that are clearly beyond Contractor's control, naturally occurring disasters, or other reasonably unpredictable situations, if sufficient documentation is provided to County in a timely basis.

b. Road Calls

In the event of a Service vehicle failure, Contractor shall immediately deploy a spare Service vehicle to transport the passengers aboard the failed Service vehicle.

c. Complaints

Complaints shall be resolved by Contractor as soon as possible, but no later than two working days after their receipt. In the event that a complaint is received by Contractor, Contractor shall notify the Director within one working day regarding the nature of the complaint received and within three working days of the complaint's resolution.

d. Service Vehicles

If Contractor has knowledge that any of the Service vehicles herein described will be nonoperational for a period of more than 24 hours during the term of the Contract, Contractor shall notify the Director and Contractor shall arrange for substitute Service vehicles as approved by Director at no additional cost to County. However, in the event that any of the Service vehicles are estimated to be nonoperational for a prolonged period of time, Contractor shall furnish a substitute Service vehicle subject to all the conditions of this Contract.

M. Operation During a Declared Emergency

Upon declaration of any emergency by appropriate government representatives, County Sheriff is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared

emergency, Contractor shall cooperate with and deploy Service vehicles in a manner described by County Sheriff or local police. Contractor shall notify the Contract Manager the same business day of the request to alter the deployment of Service Vehicles.

N. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein.

Contractor shall retain all records relating to this Contract for a minimum period of five years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of County and the State of California at reasonable times during normal working hours.

Contractor shall maintain and make available to County, and/or appropriate State agencies, records pertaining to said Service in accordance with the State Uniform System of Accounts.

2. Service Vehicle Operation Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate productivity of Service, its requirements, and methods. Contractor shall submit these reports to County according to the established reporting schedule. Operational reports shall include, but are not limited to, the categories described below. Contractor shall prepare a format for each of the reports described below and submit the format to County for approval. Contractor shall be responsible for maintaining an adequate supply of each report form including the preparation of all necessary copies.

a. Trip Reports

Contractor shall require each Service vehicle operator to prepare a daily report on a form, approved by County, indicating vehicle fleet number, mileage ("begin" and "end" odometer), the number of passengers that boarded each Service vehicle, the amount of revenue collected on each Service vehicle, and the number of wheelchair boardings. The report shall be compiled for the period of a month and shall include a summary thereof. The summary shall indicate any trips that departed early or late in a format approved by County. Contractor shall submit the report no later than the 15th day of the following month.

b. Service Reports

Contractor shall submit to County a report indicating the actual number of Service hours, Service miles, total Service vehicle hours, and total Service Vehicle miles operated. Such information shall be for each route and shall be compiled on a daily basis for the period of a month and shall include a summary thereof. The report shall be submitted no later than the 15th day of the following month and shall be made in a format approved by County.

c. Daily Pretrip Service Vehicle Inspection Reports

Contractor shall cause each Service Vehicle Operator to perform a daily pretrip Service Vehicle inspection and daily Service Vehicle servicing, as required herein, and such inspection and servicing shall be documented on a report that shall be completed and signed by each Service Vehicle operator assigned to a Service vehicle each day. A report of the weekly maintenance inspections, which supplement the daily pretrip inspections, shall be kept by Contractor, and a copy shall be submitted to County no later than the 15th day of the following month. The Daily Pretrip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of two years.

d. Missed Trip Report

A summary report of missed trips for the month shall be submitted by the Contractor. The explanation for the missed trip(s) shall be specified along with the dates and times, the Service vehicle and trip number, and the affected total revenue hours.

e. California Highway Patrol Reports

Contractor shall provide County with copies of all CHP inspection reports within 24 hours of receipt.

f. Operational Problems and Passenger Complaint Reports

The Program Manager shall document operational problems or passenger complaints and describe any action taken regarding these problems. Copies of said documentation shall be submitted to County by the working day following identification of the operational problem or receipt of such passenger complaint. Contractor shall submit to County a summary of problems and complaints no later than the 15th day of the following month.

Any unlawful or unusual problems or complaints, including any related to safety or serious operational deficiencies, shall be reported by phone to County immediately. Contractor shall submit to County a written report describing the problems or complaints and action taken by the working day following identification of such problems or complaints.

g. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and noncollision) involving Service vehicles. The monthly summary shall include the date, vehicle number, location, operator, and accident description including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 vehicle miles. Contractor shall notify County within 24 hours of any of the following accidents/incidents:

- (1) Collisions between a Service vehicle and another vehicle, person, and/or object.
- (2) Passenger accidents including falls while passengers are entering, occupying, or exiting the Service vehicle.
- (3) Passenger disturbances, fainting, sickness, deaths, assaults, etc.
- (4) Any accidents witnessed by Contractor's operator(s).
- (5) Vandalism to Service vehicle while in service.
- (6) Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against Contractor and/or County.
- (7) Any passenger, driver, supervisor, and Service complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, County shall be notified immediately (regardless of hour or day).

h. National Transit Database Reports

At the County's sole discretion, the Contractor may be required to collect and provide National Transit Database (NTD) data/reports electronically to both the County and the Metropolitan

Transportation Authority (Metro). The Contractor is responsible to prepare and submit the following NTD data/reports:

- (1) Monthly Passenger/Mile Sampling – Based on Metro's monthly selection of bus stop locations, the Contractor shall collect and provide the required data no later than the 27th day of the following month.
- (2) Form MR20 (Exhibit N) – Contractor shall prepare and submit this completed form on a monthly basis no later than the 25th day of the following month.
- (3) Annual NTD Reports – Contractor shall prepare and submit an annual NTD report in accordance with the Federal Transit Administration (FTA) NTD Guidelines, as amended, no later than 30 days after the end of each fiscal year. Contractor shall also attend the annual NTD Reporting Workshop offered by Metro.

For further information on how to obtain NTD reporting forms and reference documents, Contractor shall contact Los Angeles County Metropolitan Transportation Authority, at (213) 922-2810. Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to County, for the annual report. Contractor shall maintain and make available to County, and/or appropriate agencies, records and back up information pertaining to the annual NTD data/reports that are submitted for a minimum period of three years.

i. Financial Records

Contractor shall establish and maintain, within a separate account, all Service revenue and expenditures and any other relevant financial records or documents.

j. Maintenance Records and Reports

At County's request Contractor shall provide County the following reports:

(1) Preventative Maintenance Inspection Reports

Reports shall include the Service vehicle fleet number, the Service vehicle identification number (VIN) and license number, a description, detail of the maintenance performed, when maintenance was completed, and if maintenance was

done on time as required by Service vehicle manufacturer's and/or County recommendations. Daily "Vehicle Condition" reports shall be submitted to County upon request. The PMI Reports shall be retained on file by Contractor for a minimum of two years after Contract expiration/termination.

(2) Road Call Performance Report

A road call is defined as any time a repair is required in the field on a Service vehicle or a Service vehicle exchange, whether or not it resulted in a loss of time. A report of road calls shall include the fleet number, VIN, mileage, time, location of incident, route, direction of travel, why, and what was done to fix the problem.

(3) Service Vehicle Downtime Report

Report shall include details of which Service vehicle(s) were down, how long, and the cause.

(4) Mechanical Defect Reports

Contractor shall submit a monthly summary of all Service vehicle mechanical problems including Service vehicle number, odometer reading, dates/times out of Service, summary of problem, and corrective action taken.

(5) Narrative Report

Report shall detail what occurred during the reporting period and analysis of any trends.

Contractor shall maintain an individual file for each Service vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable Federal, State, and CHP requirements as well as any needs of County to enable it to accurately evaluate Contractor's maintenance performance and the operating expense associated with Service vehicles and equipment.

O. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit H or as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations (CFR), Part 655, "Prevention

of Alcohol Misuse and Prohibited Drug use in Transit Operations," dated October 1, 2003, or as subsequently amended. Contractor's policies may supersede policies specified in Exhibit H only when they can be shown to Director's satisfaction to be more stringent than those policies shown in Exhibit H. County will not indemnify Contractor for disciplinary actions imposed that exceed those specified in Exhibit H.

Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit H. Such reports shall be submitted to County within 15 calendar days after the end of the quarter.

P. Special Safety Requirements

Subsequent to the events of September 11, 2001, safety and antiterrorist preparations on public transit systems have become a much greater concern than in prior years. It is critical to integrate security throughout every aspect of County's public transit programs, operations, and infrastructure. Accordingly, the Contractor shall be required to follow its County approved written Security Plan.

The details of the Contractor's Transit Security Plan will be negotiated with Director to ensure that the County's needs are adequately addressed.

Based on the Homeland Security - Presidential Directive 3 as shown in Exhibit I.1, Section, Homeland Security Presidential Directive, the Federal government has implemented a color code warning system that will alert the public to the anticipated level of terrorist threat should they be aware of such a situation. Additionally, the FTA, in response to the Office of Homeland Security, has undertaken a series of major steps to help prepare the transit industry to counter terrorist threats by providing direct assistance to transit agencies throughout various on-site program. FTA's website (<http://transit-safety.volpe.dot.gov>) contains the background of this program and information to assist transit agencies in developing their security plans.

The Contractor's Security Plan shall meet the FTA's Safety and Security requirements as indicated in Exhibit I.2, Section, Top 20 Security Program Action Items for Transit Agencies, which is copied from the FTA website at <http://transit-safety.volpe.dot.gov/security/securityinitiatives/top20/default.asp>.

The Contractor is also encouraged to refer to Exhibit I.3 Section, Federal Transit Administration Transit Threat Level Response Recommendation. This attachment was copied from the FTA website at <http://transitsafety.volpe.dot.gov/Security/SecurityInitiatives/ThreatLevel/default.asp>, and it describes specific transit industry protective measures that the Homeland Security Advisory System has developed for public transit agencies to consider implementing at each color code warning level.

All Contractor Service Vehicle Operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

Q. Responsibilities of the Contractor

Contractor shall operate Service subject only to the general policies and direction of County with regard to management and operations and to the provisions and requirements of this Exhibit. Contractor shall do all things, including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, Service vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of Service vehicles and equipment; processing of warranty claims for County Service vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping Services; and providing all Service vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service unless specifically identified to be contributed by County.

R. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. The Contract Manager may inspect Service vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of Service vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. The Contract Manager, at his own discretion, may withhold up to the final two months of Service payment until repair is completed by Contractor or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies.

S. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

T. Force Majeure

Contractor shall not be charged, nor shall County demand from the Contractor damages because of failure in providing Service due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Such causes of excusable delay may include acts of Federal and/or State governments, acts of County, or anyone employed by it, fires, floods, storms, strikes, and public road closures, but in every case the delay is excusable only for so long as, and to the extent that the excusable delay continues.

In the event that the Contractor is unable to provide Service indicated due to any cause, it shall make a reasonable attempt to so notify the public patronizing Service.

Whenever the Contractor has notice or knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of Service, the Contractor shall immediately give notice to Director and confirm by written notice thereof, including all written information with respect thereto. The Contractor shall consult with County to determine the best method or course of action to alleviate or avoid any such delay and shall take such action thereafter in this matter as directed by County.

U. Removal of Debris

All debris derived from the Children's Court/Los Nietos Shuttle Services specified herein shall be removed from Public Works' property and disposed of at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

V. Funding

The County's obligations under this Contract are contingent upon the County's ability to obtain the funds from the MTA necessary to finance the operating costs of this agreement and the availability of funds in this and subsequent fiscal year budgets to finance operating and capital costs.

The County may utilize local sales tax funds obtained pursuant to Ordinance No. 16 (1980 Proposition A) of the MTA or other sources of funds approved by MTA for the funding of Service described herein. The Contractor agrees to be bound by applicable provisions of the Ordinance and regulations of MTA pertaining to the approved funding source.

The County may also apply for and utilize FTA funds for the funding of the Service described herein. The Contractor agrees to be bound by all applicable FTA regulations and requirements in regard to FTA funds.

W. Nonconflict With Local, State, and Federal Laws

Nothing herein shall be in conflict with or modify the Contractor's obligation to comply with the requirements of local, State, and Federal laws, such as FTA, ADA, DOT, or other applicable laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

X. Permits/Licenses/Certifications

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this contract.

Within 12 months of the date of hire or the start of the contract, whichever is later, the Contractor's Maintenance Manager shall obtain National Institute for Automotive Service Excellence (ASE) Certification in the T-8 Preventative Maintenance Inspection (Medium/Heavy Truck) aspect. The Contractor's Maintenance Manager shall maintain his/her ASE Certification throughout the term of the contract.

Y. Utilities

The County will not provide utilities.

Z. Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to meet operating performance standards will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix, that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time, and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. The Contract Manager may either deduct any assessed liquidated damages from any payments otherwise due to the Contractor or invoice the Contractor for any said liquidated damages.

The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

1. Permanent Vehicles

The County and the Contractor hereby establish the unit price of \$100 per vehicle per day of operation or service day (Monday through Saturday, excepting holidays) as liquidated damages, for each and every day of delay in completing the delivery of permanent vehicles by the Contractor. The above conditions may be invoked if the delivery exceeds the specified delivery date of (9) months from date of award or as indicated in the Contractor's proposal, whichever is greater.

Should the Contractor be obstructed or delayed in obtaining the vehicles because of changes in the work or by any default, act, or omission of the County, or inability to obtain materials, equipment, or labor due to Federal government restrictions arising out of the defense or war program, then the time of completion may be extended for such period as may be agreed upon by the County and the Contractor. If there is insufficient time to grant such extensions prior to completion date of this Contract, the County may, at the time of acceptance of work waive liquidated damages, which may accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

2. On-Time Performance

In the event that the Contractor fails to meet any on-time performance standard, as specified in Exhibit E, it is agreed that the County may, at its sole discretion, assess against the Contractor liquidated damages in the amount of \$500 per incident, up to a maximum of \$5,000 per month, if within any 30-day period any of the following incidents occur on a route after the occurrence of two substantiated incidents on the same route during a 60-day period:

- a. A Service trip departs in advance of schedule departure time at any designated time point, liquidated damages of \$500 per occurrence.
- b. A Service trip departs more than 5 minutes following the time set forth for departure at any designated time point, liquidated damages of \$500 per occurrence.
- c. A Service trip fails to arrive at the timed transfer point 5 minutes before the next departure, liquidated damages of \$500 per occurrence.

3. Vehicles Not Available

If the specified number of regular Service vehicles, not including backup, are not in service, the liquidated damages of \$100 per vehicle per hour, up to a maximum of \$1,000 per vehicle per day.

4. Excessive Complaints

In the event of any valid passenger's complaint, the liquidated damages shall be \$250 per complaint, up to a maximum of \$1,000 per month. The County and the Contractor shall jointly determine which complaints are valid (i.e., as a result of the Contractor's actions which could have reasonably been prevented). However, the final decision on validity of passenger complaints shall rest with the Contract Manager.

5. Reporting

The Contractor shall submit monthly reports including ridership, on-time performance, driver logs, safety, and marketing activities in a form approved by County within 30 days after the end of each month unless more time is approved by the County. Within 30 calendar days after the end of each quarter, NTD Reports shall be submitted. Liquidated damages of \$50 per calendar day (including non-business days, weekends, and holidays) may be assessed for late reports. (This provision does not apply to Contractor's submittal of certified monitoring reports under the County's Living Wage Program.)

6. Shut Down of Vehicles

If any Service vehicle is shut down or dead-lined as a result of being "Red Tagged" (removed from Service), or as a result of an unsatisfactory rating by the CHP, liquidated damages of \$250 per day per vehicle during the shut down, up to a maximum of \$1,000 per vehicle per month.

7. Preventive Maintenance

The PMI shall be performed per the OEM or per Exhibit I. In no case shall inspections exceed the specified intervals by 500 miles or more. Failure to meet this standard will result in non-payment for Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day, whichever is higher.

8. Deficient Vehicle Conditions

In the event that any Service vehicle is rejected by the Contract Manager as a result of deficient mechanical condition, or unacceptable vehicle appearance, \$200 per day per vehicle in liquidated damages will be assessed until the condition is corrected to the satisfaction of the Contract

Manager. If the Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the availability of parts, then the Contract Manager may waive the liquidated damages.

9. Engine Smoke

Each Service Vehicle shall fully comply with any and all applicable Federal, State, and/or local emissions rules, regulations, and/or requirements. If any Service Vehicle fails to pass its annual smog or smoke test, receives a complaint, or is cited for an engine emissions violation by the California Air Resources Board, South Coast Air Quality Management District, the CHP, or other governmental agency authorized to issue such citation, the Contractor shall be liable for the citation as well as liquidated damages. The Contractor shall notify the Contract Manager within 1 business day, and provide the Contract Manager with an action plan to verify, and/or correct the deficiencies, as well as a timeline for completing the action plan. If the Contractor is found to be in violation, the Contractor shall be liable for liquidated damages of \$500 per occurrence. If such complaint is found to be without merit, or beyond the Contractor's control, the Contract Manager may waive the liquidated damages.

10. Permanent Vehicle Rejection

In the event any Service vehicle is rejected permanently by the Contract Manager as a result of vehicle condition, the Contractor shall replace said vehicle and will be assessed \$200 per day per vehicle in liquidated damages until vehicle is replaced with one that is satisfactory to the Contract Manager.

11. Incorrectly Set Destination Signs

In the event any Service vehicle displays an incorrect destination sign while in Service or if it fails to display the "Not In Service" sign when it is not in revenue service, liquidated damages of \$25 for the first occurrence, \$50 for the second occurrence, and \$100 for each future occurrence within each contract year.

12. Vehicle Warranty

If due to the Contractor's negligence of vehicle preventive maintenance program, as determined by the Contract Manager, any warranty coverage of the County-owned Vehicles is lessened or invalidated, Liquidated damages of \$200 per occurrence.

13. Off Routing

If a regular scheduled Service vehicle is identified as operating "off route," Liquidated damages of \$200 per occurrence.

14. Controlled Substance and Alcohol Testing

The Contractor shall report results of random testing and other associated tests to the County on a quarterly basis on the form shown as Exhibit H. Such reports shall be submitted to the County within 15 days after the end of the quarter. Liquidated damages of \$50 per calendar day (including non-business days, weekends, and holidays) may be assessed for late reports.

15. Maintenance Personnel

If Maintenance Personnel are not trained and/or ASE Certified as specified above in this Exhibit, liquidated damages of \$200 per maintenance employee per month will be assessed.

- a. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims..
- b. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
- c. All the time limits and acts required to be done by both parties are of the essence of the Contract;
- d. The parties are both experienced in the performance of the Contract work;
- e. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform

the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- f. The parties are not under any compulsion to contract;
- g. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by Contract and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- h. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation, or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, repair to be performed, and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its Equal Employment Opportunity (EEO) Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from, participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.
7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
 - a. The Contractor shall develop all publicity material in a professional manner.

- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

- 1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.
- 3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

- 1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses, including but not limited to defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603), as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the Contractor to comply with any of the provisions of Section X above shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds

that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection X.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.

- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

- a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws,

regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and

layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;
 - c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
 - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. Liability

Such insurance shall be endorsed naming County as an additional insured as follows:

"The County of Los Angeles, its political subdivisions, agencies, entities, or organizations for which the Los Angeles County Board of Supervisors is the governing body, their agents, officers, and employees."

This statement must appear exactly as written on all Certificates of Insurance for liability coverage.

Such insurance shall include:

- a. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, contractual, independent contractor, and personal injury with a combined single-limit of not less than \$2 million per occurrence.

(1) If written with an annual aggregate limit, the policy limit should be three times the above-required occurrence limit.

(2) If written on a claim form, Contractor shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

2. Automobile Liability

Such insurance shall be endorsed for all owned, hired, and nonowned vehicles in an amount as recommended by the Public Utilities Commission but not less than the following:

- a. Seating capacity of 16 passengers or more (including driver), \$5 million.
- b. Seating capacity of 15 passengers or less (including driver), \$1.5 million.
- c. Taxicabs as defined by Vehicle Code, Section 27908, a minimum of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage or a combined single-limit of \$300,000.

A certificate evidencing such insurance coverage and an endorsement naming County as additional insured thereunder shall be filed with Director prior to Contractor providing Service hereunder.

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

4. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than 5 percent of the property value, and shall include:
- a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.

- b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- I. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list

all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at

least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

DISPLACED TRANSIT EMPLOYEE PROGRAM
California Labor Code 1070-1074

- A. In accordance with Labor Code Section 1072(c)(1), if the County informs the Contractor that the County intends to issue a new solicitation for these services, Contractor shall, within 14 calendar days thereafter, provide to the County the number of employees who are performing services under this contract and the wage rates, benefits, and job classifications of those employees. In addition, the Contractor shall make this information available to any entity that the County has identified as a bona fide proposer for the successor contract. If the successor service contract is awarded to a new contractor, the Contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor contractor.

The following provision applies if the Contractor declared that the Contractor is willing to retain employees of previous contractor and signed PW-13 indicating that they will do so in their proposal.

- B. If the Contractor has declared in Form PW-13 that the Contractor will retain employees of the prior contractor or subcontractor for a period of not less than 90 days, the Contractor shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause as specified in California Labor Code Section 1072(c)(2). That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the contractor and/or subcontractor.
- C. In accordance with California Labor Code Section 1072.(c)(3), the Contractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than 10 days. California Labor Code 1072(c)(3) does not require the Contractor and/or subcontractor to pay the same wages or offer the same benefits provided by the prior contractor or subcontractor.
- D. If, at any time, the Contractor or subcontractor determines that fewer employees are required than were required under the prior contract or subcontract, the Contractor or subcontractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor or subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor or subcontractor.

E. Termination for Breach

1. In accordance to California Labor Code Section 1074(a), upon its motion or upon the request of any member of the public, the County may terminate this Contract if both of the following occur:
 - a. The Contractor or subcontractor has substantially breached this Contract.
 - b. The County holds a public hearing within 30 days of the receipt of the request or its announcement of its intention to terminate.
2. Contractor or subcontractor terminated pursuant to this provision shall be ineligible to submit proposal on or be awarded a service contract or subcontract with the County for a period of not less than one year and not more than three years, to be determined by the County.
3. Nothing herein is intended nor shall be construed as creating any exclusive provision for termination of this Contract. This provision shall not limit the County's right to terminate or debar contractors under any other provisions of this Contract or under any other provision of the law.

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Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2005)

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Ernesto C. 'Pat' Gallardo
Governor

Health and Human Services Agency
Graciela Johnson, Secretary

Department of Social Services
Rick Smith, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by EPCALA and INEQUINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gravidity, Embryo

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Gravidity, Embryo, Secretaría

Departamento de Servicios Sociales
(Department of Social Services)
Gravidity, Embryo, Director



Consejo de Supervisores del Condado de Los Angeles

Glenn Molina, Supervisora, Primer Distrito

Yvonne Bradburn Burke, Supervisora, Segundo Distrito

Zahara Vasquez, Supervisora, Tercer Distrito

John Corbett, Supervisor, Cuarto Distrito

Michael J. Gattuso, Supervisor, Quinto Distrito

Establecimiento materno-infantil de First 6 LA VINE LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Transportation to the Edmund D. Edelman Children's Court and Sheriff's Headquarters is provided free through the Children's Court Shuttle. The Shuttle connects with the following bus and train lines at the Cal State LA Busway/Metrolink Station.

Transportación gratis a la Corte Juvenil Edmund D. Edelman y a la Central del Departamento del Sheriff's es proveída por el Microbús de la Corte Juvenil. El Microbús conecta con las siguientes líneas de autobús y tren en la Estación Cal State LA Busway/Metrolink:

Alhambra Community Transit
Information/Información: (626) 289-1220

Foothill Transit
Information/Información: (800) RIDE-INFO
Lines/Rutas: 480/481, 482, 486, 488, 492, 494, 495, 498

MTA
Information/Información: (800) COM-MUTE
Expressway Lines/Rutas de autobús expreso: 483/485, 484, 487 490, 491, 497
Local Lines/Rutas locales: 65, 170, 256

Metrolink
Information/Información: (800) 371-LINK
Lines/Rutas: San Bernardino

Monterey Park Spirit
Information/Información: (626) 307-1260

For more information on how to get to the Cal State LA Busway/Metrolink Station via public transportation, please call (800) COM-MUTE.

Para más información sobre como llegar a la Estación Cal State LA Busway/Metrolink por la vía de transporte público, favor de llamar al (800) COM-MUTE.

BUSES OPERATE
MONDAY THROUGH FRIDAY
except the following holidays:

AUTOBUSES OPERAN
DE LUNES A VIERNES
excepto los siguientes
días de festivos:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS DAY

For information regarding the Shuttle service, please call (626) 458-5935.

Para más información sobre servicio del Microbús, favor de llamar al (626) 458-5935.

For the hearing impaired, please call
TDD (800) 735-2929 or
Voice (800) 735-2922.

Si tiene problemas auditivos, favor de llamar al TDD (800) 735-2929 o Voice (800) 735-2922.

This service is financed through funds provided by the County of Los Angeles.

Este servicio es financiado con fondos proveídos por el Condado de Los Angeles.

EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE

WELCOME ABOARD THE
FREE SHUTTLE SERVICE

BIENVENIDOS A BORDO DEL
SERVICIO GRATUITO DEL
MICROBUS

Effective March 17, 2003
Efectivo Marzo 17 de 2003

HOURS OF OPERATION/HORARIO DE SERVICIO

Monday through Friday/lunes a viernes

The shuttle operates in accordance with the following schedule. Times may vary due to traffic and weather conditions.

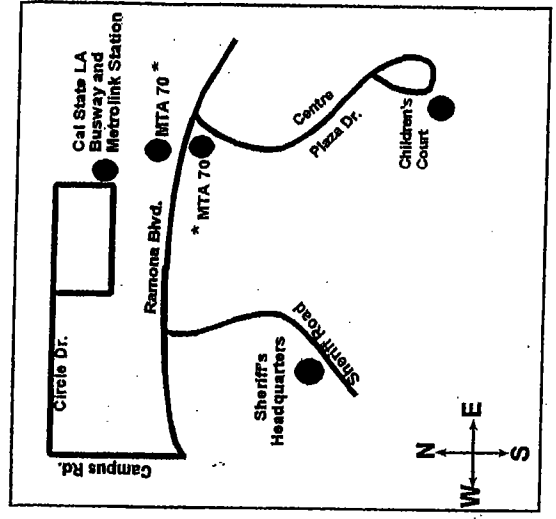
El Microbús provee servicio durante el siguiente horario. Esta horario puede cambiar debido al tráfico y las condiciones del clima.

Cal State LA Busway/ Metrolink	Children's Court	Sheriff's Headquarters
6:30 AM	6:34	6:37
6:37	6:41	6:44
6:45	6:49	6:52
6:52	6:56	6:59
7:00	7:04	7:07
7:07	7:11	7:14
7:15	7:19	7:22
7:22	7:26	7:29
7:30	7:34	7:37
7:37	7:41	7:44
7:45	7:49	7:52
7:52	7:56	7:59
8:00	8:04	8:07
8:07	8:11	8:14
8:15	8:19	8:22
8:22	8:26	8:29
8:30	8:34	8:37
8:37	8:41	8:44
8:45	8:49	8:52
8:52	8:56	8:59
9:00	9:04	9:07
9:07	9:11	9:14
9:15	9:19	9:22
9:30		

The Children's Court Shuttle is wheelchair accessible.
El Microbús de la Corte Juvenil puede acomodar a personas en sillas de ruedas.



SERVICE MAP/MAPA DE RUTAS



● = Shuttle Stop/Paradas del Microbús

- * The shuttle connects to the Eastbound MTA Line 70 at Ramona Blvd./Centre Plaza Dr. during shuttle operating hours. The shuttle only connects to the Westbound MTA Line 70 at Ramona Blvd./Centre Plaza Dr. after 9:30 a.m.
- * El Microbús conecta con la Ruta 70 Este de MTA en la intersección de Ramona Boulevard y Centre Plaza Drive durante las horas de servicio. El Microbús solamente conecta con la Ruta 70 Oeste de MTA en la intersección de Ramona Boulevard y Centre Plaza Drive después de las 9:30 a.m.
- ** For people requiring transportation from the Sheriff's Dept. Headquarters Building between 9:30 a.m. and 3:00 p.m., please call (213) 305-0446.
- ** Para personas que necesitan transportation desde del Departamento Del Sheriff, por favor llame al (213) 305-0446 de 9:30 a.m. a 3:00 p.m.

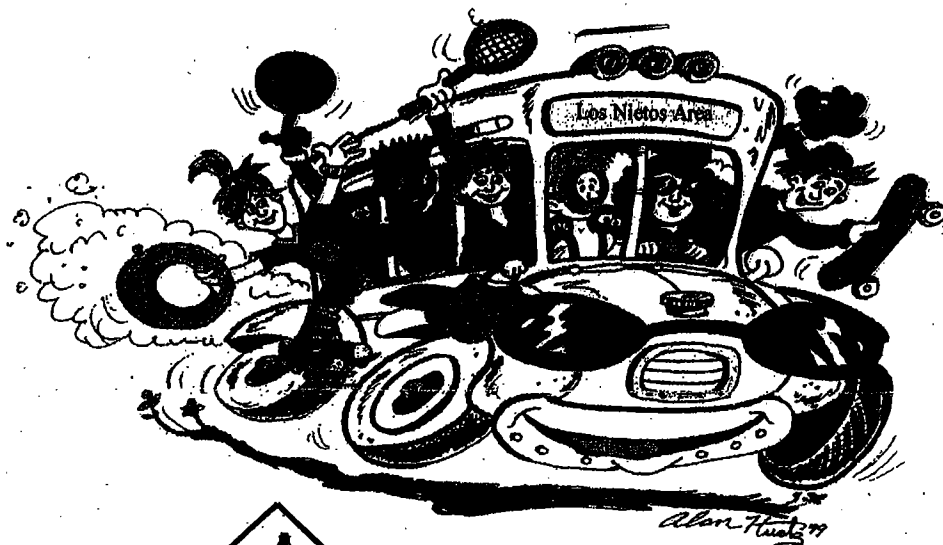
SUPERVISOR GLORIA MOLINA

Presents

Los Nietos Area Free Shuttle

For more information call
(626) 458-5960

Summer Hours
Monday - Friday
12:05 p.m. - 6:30 p.m.



Sorensen Park

Available Facilities:

Community building
Tiny tot room
Computer lab
Two ball diamonds
Two outdoor basketball courts
Picnic and BBQ areas
Children's play area

Youth and Teen Programs:

Teen Club
After-school Day Camp
Boys' Club

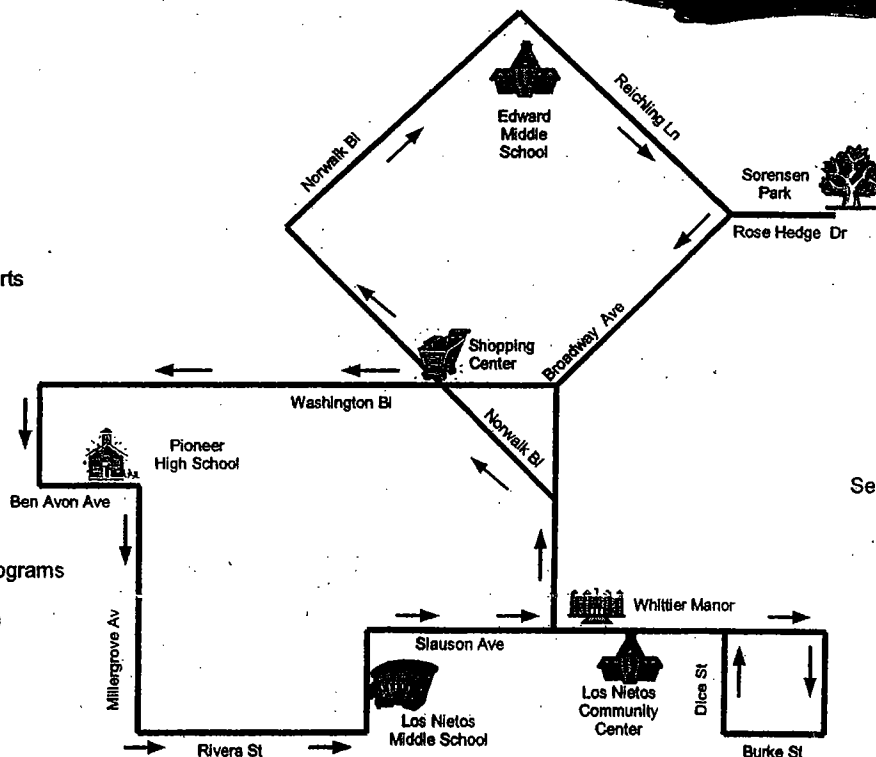
Youth Sports:

Co-ed baseball
Girls' softball
Basketball
Flag Football

Adult and Senior Citizen Programs

Summer Day Camp:
Swimming at Pioneer High
Palm Park

11419 Rose Hedge Drive
West Whittier, CA 90606
(562) 908-7763



Los Nietos Community Center

Technology Lab Computer Class
Youth tutoring
Youth counseling
Boy Scouts
Girl Scouts
Cub & Tiger Scouts
Parenting classes
Employment referrals
Emergency food assistance
Senior Lunch Program
Senior Nutrition and Health Programs
Senior citizen clubs
Senior citizen dance
Aerobics
Dance classes
Arts & Crafts class
Crochet class

11640 E. Slauson Avenue
Los Nietos, CA 90606
(562) 699-9898

Los Nietos Middle School	Los Nietos Community Center	Whittier Manor	Shopping Center Norwalk Bl	Edwards Middle School	Sorensen Park	Shopping Center	Pioneer High School
12:05	12:10	12:15	12:18	12:20	12:22	12:27	12:30
12:35	12:40	12:45	12:48	12:50	12:52	12:57	1:00
1:05	1:10	1:15	1:18	1:20	1:22	1:27	1:30
1:35	1:40	1:45	1:48	1:50	1:52	1:57	2:00
2:05	2:10	2:15	2:18	2:20	2:22	2:27	2:30
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4:35	4:40	4:45	4:48	4:50	4:52	4:57	5:00
5:05	5:10	5:15	5:18	5:20	5:22	5:27	5:30
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6:05	6:10	6:15	6:18	6:20	6:22	6:27	6:30

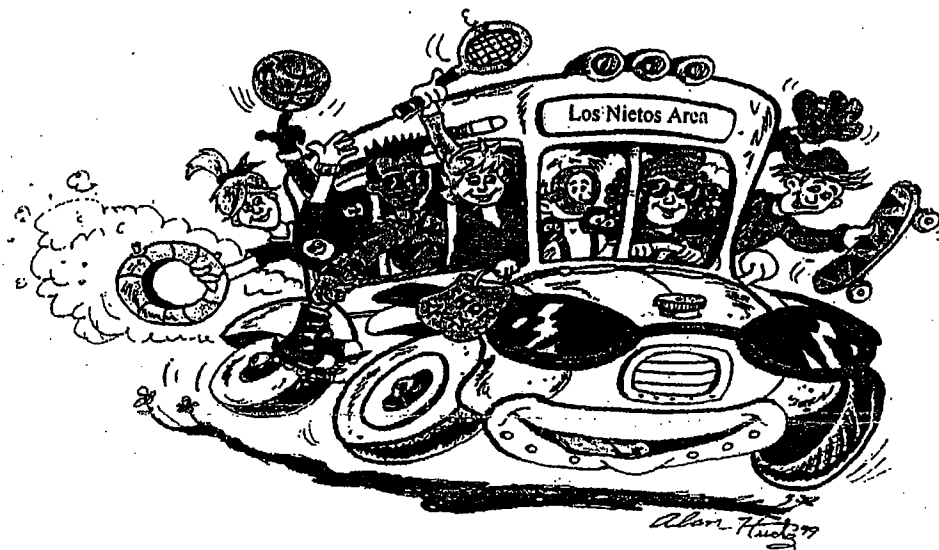
SUPERVISOR GLORIA MOLINA

Presents

Los Nietos Area Free Shuttle

For more information call
(626) 458-5960

Monday-Friday
2:35 p.m.— 6:30 p.m.



Sorensen Park

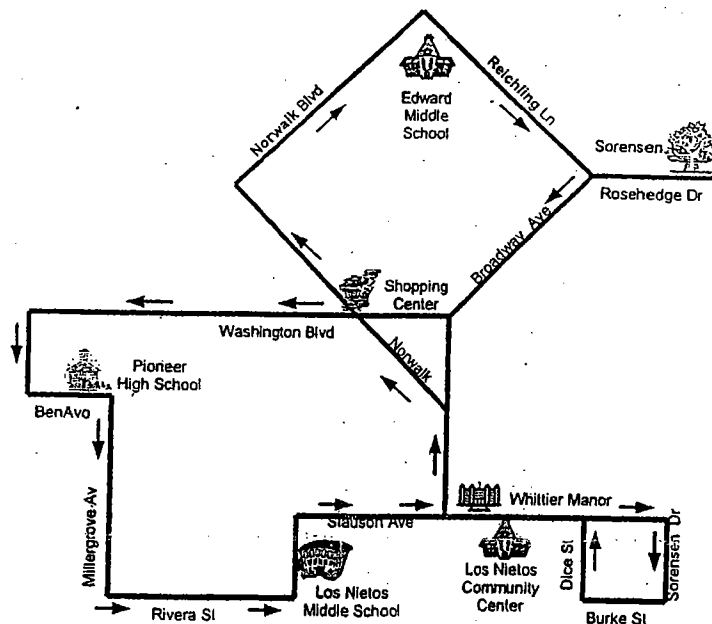
Available facilities:
Community building
Tiny tot room
Computer Lab

Two ball diamonds
Two outdoors basketball courts
Picnic and BBQ areas
Children's play area

Youth and Teen Programs:

Teen Club
After-school Day Camp
Boy's Club
Youth Sports
Co-ed Baseball
Girl's Softball
Basketball
Flag Football
Adult and Senior Citizen Programs
Summer Day Camp
Swimming at Pioneer High
Palm Park

11419 Rose hedge Drive
West Whittier, CA 90606
(562) 908-7763



Los Nietos Community Center

Technology Lab Computer Class
Youth tutoring
Youth counseling
Boy Scouts
Employment Referrals
Emergency food assistance
Parenting classes
Senior Lunch Program
Senior Nutrition and Health Programs
Aerobics
Dance Classes
Senior Citizen Clubs
Senior Citizen Dance
Girl Scouts
Cub & Tiger Scouts
Arts & Crafts Class
Crochet Class

11640 E. Slauson Avenue
Los Nietos, CA 90606
(562) 699-8898

Los Nietos Middle School	Los Nietos Community Center	Whittier Manor	Shopping Center Norwalk Bl	Edwards Middle School	Sorensen Park	Shopping Center	Pioneer High School
2:35	2:40	2:45	2:48	2:50	2:52	2:57	3:00
3:05	3:10	3:15	3:18	3:20	3:22	3:27	3:30
3:35	3:40	3:45	3:48	3:50	3:52	3:57	4:00
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5:05	5:10	5:15	5:18	5:20	5:22	5:27	5:30
5:35	5:40	5:45	5:48	5:50	5:52	5:57	6:00
6:05	6:10	6:15	6:18	6:20	6:22	6:27	6:30

Para Espanol, vea al lado reverso

CONTRACTOR-PROVIDED SERVICE VEHICLE SPECIFICATIONS

Section I

- 2003 or newer standard 25 ft Class 3 vehicle
- Propane (LPG), or Compressed Natural Gas (CNG)
- Minimum 14,000 LB GVWR
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- 159 to 178 inch wheelbase
- Four (4) Wheel Disc Brakes
- 22 passengers or 16 passengers with two (2) wheelchair positions
- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Ricon model S-2005 fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, lift lighting, all ADA
- ADA-compliment securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit
- Inside and outside signage

Section II

- If Section I vehicle type is not available, then gasoline-powered cutaway vehicle maybe used in substitution.
- 2003 or newer, standard 25 ft Class 3 vehicle
- 22 passengers or 16 passengers including two (2) wheelchairs
- Minimum 14,000 LB GVWR
- 159 to 178 inch wheelbase
- Four (4) Wheel Disc Brakes, 14.75' diameter
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)

EXHIBIT F

- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Ricon model S-2005 fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift-pad kit, lift lighting, meeting all ADA requirements, or Director approved equal.
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit, body fluid kit
- Inside and outside signage

COUNTY-PROVIDED SERVICE VEHICLE SPECIFICATIONS

Section I

- 2004 Model El Dorado National E-Z Rider II
- 102" Exterior width
- 30' 11" Overall length
- 160" Wheelbase
- Mechanical fan drive with spring-loaded idler
- Kneeling front suspension system
- Air valve below front bumper
- ABS air brake system
- 200 AMP alternator
- Stainless steel battery tray, six (6) group 31 batteries
- Cummins B Plus (5.9L) Propane (LPG), 195 HP
- 169 gallon usable fuel capacity
- Spare tire and wheel (one for each vehicle)
- Tilt and telescopic steering column
- 5-Speed Allison B300R transmission
- High-idle assembly
- Backup alarm warning
- Hubodometer (curbside/rightside)
- Air-operated door, slide glide type with three (3) position control
- Hydraulic wheelchair ramp at front door
- Deceleration alert rear lights
- Floor-mounted directional signals
- Air compressor, engine mounted
- Seating for twenty-nine (29) passengers, with six (6) flip-up-type seats
- American Seating model #6468 with VR-50 inserts, fiberglass
- ADA compliant securement system for two (2) wheelchair passengers
- Intermittent wipers
- Rear collision avoidance light
- Fluorescent interior lighting
- Twinvision LED front and side destination signs
- Internal public address system with gooseneck microphone
- Radio two-way, prewire with antenna
- Ribbed isle flooring, rubber
- Carpeted kick panels
- Driver's barrier, top and bottom sections
- Rear view interior mirror
- Motorized and heated exterior mirror
- Passenger assist handrails, left and right side of aisle at front door
- Eight (8) vertical stanchions throughout perimeter seating
- New View blind for driver's window
- Six (6) ceiling grab rails with hand straps
- 32" Transom tip-in passenger windows
- Transit care graffiti guard window inserts on passenger windows
- Passenger pull cord signal system with chime and dash light
- Front assembly heating and air conditioning
- Thermo King Model R134A heating and ventilation system
- Amerex fire suppression system with methane detection
- Remote control transpec roof hatch
- Main Treasury farebox
- First aid kit, fire extinguisher, body fluid kit, and tri-reflectors

Section II

If section I Vehicle type is not available, then a low-emission, gasoline-powered vehicle with similar Contractor-Provided Service Vehicle Specifications may be provided.

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CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

1. Substance Abuse Testing

It shall be the duty of Contractor to take all steps feasible to ensure that those employed personnel, independent contractors' or subcontractors' employees servicing or operating Service vehicles pursuant to this Scope of Work do not perform those functions under the influence of alcohol, controlled substances, or medication which impairs their judgment or physical ability.

In meeting this duty, Contractor shall, at a minimum, do the following:

- a. Promulgate and Distribute to All Personnel a Written Policy Statement Prohibiting Servicing and/or Operating Service Vehicles While Under the Influence of Alcohol, Controlled Substances, or Any Medication Which Impairs Judgment or Physical Ability

The written policy statement shall indicate Contractor's intention to:

- (1) initiate substance abuse testing as described herein below;
- (2) immediately suspend any personnel testing "positive" for substance abuse from servicing or operating Service vehicles pending review pursuant to the procedure described herein below; and
- (3) absent overruling on review to permanently prohibit such person from servicing or operating Service vehicles.

- b. Institute a Comprehensive Program for Substance Abuse Testing for All Personnel Entailing Urinalysis and/or Blood Tests

1. Pre-employment testing of job applicants, independent contractors' and subcontractors' employees all as part of the pre-employment physical examination

Urine and/or blood samples will be taken as part of the pre-employment physical examination process and will be subjected to recognized testing procedures employed by duly licensed clinical laboratory technicians to determine the presence of alcohol and/or any controlled substance as that term is used in the Health and Safety Code, Section 11054, including, but not limited to, marijuana and its derivatives, opium and its derivatives, methaqualone, methamphetamine, lysergic acid diethylamide, psilocybin, or mescaline. Evidence of controlled substance presence in urine or blood of any job applicant shall require denial of the job application. Evidence of a blood alcohol level at the time of testing of greater than **0.04** percent shall likewise require denial of the job application.

If Contractor at any time during the period of this Contract uses or contemplates usage of independent contractors' or subcontractors' employees to service or operate the Service vehicles, the individuals who would perform such functions under such contractual arrangement shall be tested in the fashion described hereinabove and shall be prohibited from performing said functions upon testing "positive" for controlled

EXHIBIT H

substance use or blood alcohol concentration in excess of **0.04** percent.

2. Mandatory drug testing within three (3) hours of a traffic accident or incident giving rise to a suspicion of substance abuse

The Provider shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees involved in a traffic accident while operating a Service vehicle within as short a time as possible following the accident and in no event to exceed three (3) hours thereafter.

The Provider shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees servicing or operating a Service vehicle as to whom a report has been received from the public or from coworkers or supervisors as to involvement in a physical altercation, being verbally abusive or otherwise acting in a bizarre manner. The Provider shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug testing, but shall make every effort to have the testing occur within three (3) hours of the reported incident.

In addition to the testing required under Subsection 1.B.1 hereinabove, the testing required pursuant to this subsection shall include testing for the presence of prescription drugs and other over-the-counter medications which are known, on occasion, to cause drowsiness, impairment of judgment, and/or impairment of physical coordination and activity. This classification of substance is intended to include among other things: antihistamines, tranquilizers, pain killers, mood elevators, and psychotropics.

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of **0.04** percent shall be immediately suspended from servicing or operating Service vehicles pending review pursuant to the review procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, the Provider shall permanently prohibit these individuals from servicing or operating Service vehicles pursuant to this Scope of Work.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 percent but less than **0.04** percent or show the presence of a medication known on occasion to cause drowsiness, impairment of judgment, and/or impairment of coordination, and other physical abilities shall be immediately suspended from servicing or operating a Service vehicle for a period of twenty-four (24) hours. These individuals shall be given oral explanation and warning confirmed in writing and

noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

3. Non-discretionary, Random Substance Abuse Testing

The Provider shall identify all personnel, independent contractors', or subcontractors' employees scheduled to service or operate Service vehicles pursuant to this Scope of Work and place their names in a data pool susceptible to truly random accessibility either physically as by placement of cards in a tumbler or by programming of an information retrieval system.

Names of individuals shall be chosen for random testing on a schedule designed to test twenty-five percent (25%) of the relevant personnel and affected other personnel quarterly which schedule shall be set forth in a public statement distributed quarterly to all personnel and affected other persons. In no event shall the employee have more than six (6) hours notice prior to his or her appointment for the test.

The testing shall take place on company time at a location that does not require the person tested to expend more personal time in traveling to or from the testing site than would otherwise be expended in traveling to or from a work location.

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection B.1. Upon evidence of a blood-alcohol level in excess of **0.04** percent or of the presence of any controlled substance in any tested individual, the Provider shall immediately suspend that individual from servicing or operating a Service vehicle pursuant to this Scope of Work.

If the finding of substance abuse is not overruled upon review, the Provider shall permanently prohibit any such individual from servicing or operating Service vehicles pursuant to this Scope of Work.

4. Double Testing

All urine and/or blood samples taken for the testing described hereinabove which test positive shall be processed twice for each subject substance. In those cases where it is necessary to perform a second test on a urine sample, the second test shall use a different methodology to assure the validity of the results.

No disciplinary action set forth herein shall be taken unless the urine or blood tests "positive" for the subject substance in each test.

5. Notification of Suspension and Intent to Prohibit Servicing or Operating Vehicles or Performance of Function with Potential Impact upon Public Safety

The Provider shall, upon receipt of substance abuse test results warranting action herein under, notify the subject individual of his immediate suspension and of the Provider's intention to prohibit performance of specified duties. The Provider is not required hereby to terminate employment of the individual altogether.

c. Institute A Review Procedure

The Provider shall provide use of a meeting room and, as to the employee Board member, paid time for the convening of a drug-testing Review Board on an as-needed basis.

An individual must request a review in writing and must deliver that request to any superior within two (2) business days of receipt of the notice of suspension or forfeit his right of review. The superior shall deliver the request to any Board member.

The Board shall consist of a member appointed by the Provider, an employee representative (who shall be an employee of the Provider), and a third party chosen by the other two (2).

The Board shall decide upon the consequences of the substance testing set forth in Subsection B above within one (1) week of receipt of the request for review.

The Board shall hold short hearings at which the individual tested shall have the opportunity to dispute the fact of substance abuse and present evidence of extenuating circumstances.

The rules of evidence need not be applied. The fact of substance abuse will be presumed from the results of the substance test. Anticipated as the factual basis for rebutting that presumption would be a contrary test result obtained by the individual voluntarily in a relevant time frame from a competent disinterested laboratory.

The Board may make ex parte inquiries to County Health officials with respect to any review proceeding.

The Board has absolute discretion to question of extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within one (1) week of the hearing. A two-thirds vote is required to overrule the Provider's intended work prohibition.

The decision shall be written but need not be a formal document.

2. Confidentiality

The substance test results and any material presented to the Review Board shall be maintained in a confidential file by the Provider. The confidentiality shall be of a limited nature. The files will not be available for public inspection and the information therein shall not be otherwise published. The County shall have access thereto however. Statistics generated there from without specific reference to individuals may be published or made available for public inspection; and the Provider will not refuse to honor a criminal or civil subpoena relative thereto.

3. Liability

The County shall indemnify, defend, and hold harmless the Provider, its officers, agents, and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages arising from the institution of legal proceedings challenging the right of the Provider to subject its employees to mandatory random drug and alcohol abuse testing, or to require its subcontractors to do the same.

**LOS ANGELES COUNTY MANDATORY
CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM
QUARTERLY REPORT**

Provider: _____ **Reporting Period:** _____

Agreement/Contract No. _____ **Project:** _____

A requirement of the subject Agreement or Scope of Work is the mandatory quarterly drug testing program. Please complete and submit one of these forms no later than fifteen (15) days after the end of each quarter.

FAX to: (626) 979-5359
or
MAIL to: Los Angeles County Department of Public Works
Attention Transit Operations Section
P.O. Box 1460
Alhambra, CA 91802-1460

	<u>DRIVERS</u>	<u>MECH.</u>	<u>OTHER</u>	<u>TOTAL</u>
I. <u>RANDOM TESTING</u>				
a. Number of drivers and mechanics assigned to project this quarter.	_____	_____	_____	_____.
b. Number of random test (25% minimum)	_____	_____	_____	_____.
c. Number of positive tests results	_____	_____	_____	_____.
d. Number of positive second tests	_____	_____	_____	_____.
e. Action taken due to second positive tests				
II. <u>PRE-EMPLOYMENT TESTING</u>				
a. Number of potential employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Action taken on positive tests				
III. <u>INCIDENT-RELATED TESTING</u>				
a. Number of employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Number of positive second tests	_____	_____	_____	_____.
d. Action taken due to second positive tests				

Prepared By _____

Date _____

TRANSIT SECURITY PLAN

Homeland Security Presidential Directive-3

For Immediate Release
Office of the Press Secretary
March 12, 2002

Purpose

The Nation requires a Homeland Security Advisory System to provide a comprehensive and effective means to disseminate information regarding the risk of terrorist acts to Federal, State, and local authorities and to the American people. Such a system would provide warnings in the form of a set of graduated "Threat Conditions" that would increase as the risk of the threat increases. At each Threat Condition, Federal departments and agencies would implement a corresponding set of "Protective Measures" to further reduce vulnerability or increase response capability during a period of heightened alert.

This system is intended to create a common vocabulary, context, and structure for an ongoing national discussion about the nature of the threats that confront the homeland and the appropriate measures that should be taken in response. It seeks to inform and facilitate decisions appropriate to different levels of government and to private citizens at home and at work.

Homeland Security Advisory System

The Homeland Security Advisory System shall be binding on the executive branch and suggested, although voluntary, to other levels of government and the private sector. There are five Threat Conditions, each identified by a description and corresponding color. From lowest to highest, the levels and colors are:

Low	=	Green;
Guarded	=	Blue;
Elevated	=	Yellow;
High	=	Orange;
Severe	=	Red.

The higher the Threat Condition, the greater the risk of a terrorist attack. Risk includes both the probability of an attack occurring and its potential gravity. Threat Conditions shall be assigned by the Attorney General in consultation with the Assistant to the President for Homeland Security. Except in exigent circumstances, the Attorney General shall seek the views of the appropriate Homeland Security Principals or their subordinates, and other parties as appropriate, on the Threat Condition to be assigned. Threat Conditions may be assigned for the entire Nation, or they may be set for a particular geographic area or industrial sector. Assigned Threat Conditions shall be reviewed at regular intervals to determine whether adjustments are warranted.

For facilities, personnel, and operations inside the territorial United States, all Federal departments, agencies, and offices other than military facilities shall conform their existing threat advisory systems to this system and henceforth administer their systems consistent with the determination of the Attorney General with regard to the Threat Condition in effect.

The assignment of a Threat Condition shall prompt the implementation of an appropriate set of Protective Measures. Protective Measures are the specific steps an organization shall take to reduce its vulnerability or increase its ability to respond during a period of heightened alert. The authority to craft and implement Protective Measures rests with the Federal departments and agencies. It is recognized that departments and agencies may have several preplanned sets of responses to a particular Threat Condition to facilitate a rapid, appropriate, and tailored response. Department and agency heads are responsible for developing their own Protective Measures and other antiterrorism or self-protection and continuity plans, and resourcing, rehearsing, documenting, and maintaining these plans. Likewise, they retain the authority to respond, as necessary, to risks, threats, incidents, or events at facilities within the specific jurisdiction of their department or agency, and, as authorized by law, to direct agencies and industries to implement their own Protective Measures. They shall continue to be responsible for taking all appropriate proactive steps to reduce the vulnerability of their personnel and facilities to terrorist attack. Federal department and agency heads shall submit an annual written report to the President, through the Assistant to the President for Homeland Security, describing the steps they have taken to develop and implement appropriate Protective Measures for each Threat Condition. Governors, mayors, and the leaders of other organizations are encouraged to conduct a similar review of their organizations' Protective Measures.

The decision whether to publicly announce Threat Conditions shall be made on a case-by-case basis by the Attorney General in consultation with the Assistant to the President for Homeland Security. Every effort shall be made to share as much information regarding the threat as possible, consistent with the safety of the Nation. The Attorney General shall ensure, consistent with the safety of the Nation, that State and local government officials and law enforcement authorities are provided the most relevant and timely information. The Attorney General shall be responsible for identifying any other information developed in the threat assessment process that would be useful to State and local officials and others and conveying it to them as permitted consistent with the constraints of classification. The Attorney General shall establish a process and a system for conveying relevant information to Federal, State, and local government officials, law enforcement authorities, and the private sector expeditiously.

The Director of Central Intelligence and the Attorney General shall ensure that a continuous and timely flow of integrated threat assessments and reports is provided to the President, the Vice President, Assistant to the President and Chief of Staff, the Assistant to the President for Homeland Security, and the Assistant to the President for National Security Affairs. Whenever possible and practicable, these integrated threat assessments and reports shall be reviewed and commented upon by the wider interagency community.

A decision on which Threat Condition to assign shall integrate a variety of considerations. This integration will rely on qualitative assessment, not quantitative calculation. Higher Threat Conditions indicate greater risk of a terrorist act, with risk including both probability and gravity. Despite best efforts, there can be no guarantee that, at any given Threat Condition, a terrorist attack will not occur. An initial and important factor is the quality of the threat information itself. The evaluation of this threat information shall include, but not be limited to, the following factors:

1. To what degree is the threat information credible?
2. To what degree is the threat information corroborated?
3. To what degree is the threat specific and/or imminent?
4. How grave are the potential consequences of the threat?

Threat Conditions and Associated Protective Measures

The world has changed since September 11, 2001. We remain a Nation at risk to terrorist attacks and will remain at risk for the foreseeable future. At all Threat Conditions, we must remain vigilant, prepared, and ready to deter terrorist attacks. The following Threat Conditions each represent an increasing risk of terrorist attacks. Beneath each Threat Condition are some suggested Protective Measures, recognizing that the heads of Federal departments and agencies are responsible for developing and implementing appropriate agency-specific Protective Measures:

1. **Low Condition (Green).** This condition is declared when there is a low risk of terrorist attacks. Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures they develop and implement:
 1. Refining and exercising as appropriate preplanned Protective Measures;
 2. Ensuring personnel receive proper training on the Homeland Security Advisory System and specific preplanned department or agency Protective Measures; and
 3. Institutionalizing a process to assure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks, and all reasonable measures are taken to mitigate these vulnerabilities.
2. **Guarded Condition (Blue).** This condition is declared when there is a general risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Condition, Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:
 1. Checking communications with designated emergency response or command locations;

2. Reviewing and updating emergency response procedures; and
 3. Providing the public with any information that would strengthen its ability to act appropriately.
3. **Elevated Condition (Yellow).** An Elevated Condition is declared when there is a significant risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, Federal departments and agencies should consider the following general measures in addition to the Protective Measures that they will develop and implement:
1. Increasing surveillance of critical locations;
 2. Coordinating emergency plans as appropriate with nearby jurisdictions;
 3. Assessing whether the precise characteristics of the threat require the further refinement of preplanned Protective Measures; and
 4. Implementing, as appropriate, contingency and emergency response plans.
4. **High Condition (Orange).** A High Condition is declared when there is a high risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:
1. Coordinating necessary security efforts with Federal, State, and local law enforcement agencies or any National Guard or other appropriate armed forces organizations;
 2. Taking additional precautions at public events and possibly considering alternative venues or even cancellation;
 3. Preparing to execute contingency procedures, such as moving to an alternate site or dispersing their workforce; and
 4. Restricting threatened facility access to essential personnel only.
5. **Severe Condition (Red).** A Severe Condition reflects a severe risk of terrorist attacks. Under most circumstances, the Protective Measures for a Severe Condition are not intended to be sustained for substantial periods of time. In addition to the Protective Measures in the previous Threat Conditions, Federal departments and agencies also should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:
1. Increasing or redirecting personnel to address critical emergency needs;

2. Assigning emergency response personnel and pre-positioning and mobilizing specially trained teams or resources;
3. Monitoring, redirecting, or constraining transportation systems; and
4. Closing public and government facilities.

Comment and Review Periods

The Attorney General, in consultation and coordination with the Assistant to the President for Homeland Security, shall, for 45 days from the date of this directive, seek the views of government officials at all levels and of public interest groups and the private sector on the proposed Homeland Security Advisory System.

One hundred thirty-five days from the date of this directive the Attorney General, after consultation and coordination with the Assistant to the President for Homeland Security, and having considered the views received during the comment period, shall recommend to the President in writing proposed refinements to the Homeland Security Advisory System.

Top 20 Security Program Action Items for Transit Agencies

The following Action Items identify the most important elements that transit agencies should incorporate into their System Security Program Plans. These top twenty (20) items are based on good security practices identified through FTA's Security Assessments and Technical Assistance provided to the largest transit agencies. Specific information on these elements may be found in FTA's Transit System Security Program Planning Guide. FTA is working with transit agencies to encourage them to incorporate these practices into their programs.

Management and Accountability

1. Written security program and emergency management plans are established.
2. The security and emergency management plans are updated to reflect anti-terrorist measures and any current threat conditions.
3. The security and emergency management plans are an integrated system program, including regional coordination with other agencies, security design criteria in procurements and organizational charts for incident command and management systems.
4. The security and emergency management plans are signed, endorsed and approved by top management.
5. The security and emergency management programs are assigned to a senior level manager.
6. Security responsibilities are defined and delegated from management through to the front line employees.
7. All operations and maintenance supervisors, forepersons, and managers are held accountable for security and emergency management issues under their control.

Security Problem Identification

8. A threat and vulnerability assessment resolution process is established and used.
9. Security sensitive intelligence information sharing is improved by joining InfraGuard, the FBI Regional Task Force and the Surface Transportation Intelligence Sharing & Analysis Center (ISAC); security information is reported through the National Transit Database (NTD).

Employee Selection

10. Background investigations are conducted on all new front-line operations and maintenance employees (i.e., criminal history, motor vehicle records, credit history).

11. Criteria for background investigations are established.

Training

12. Security orientation or awareness materials are provided to all front-line employees.

13. Ongoing training programs on safety, security and emergency procedures by work area are provided.

14. Public awareness materials are developed and distributed on a system wide basis.

Audits and Drills

15. Periodic audits of security and emergency management policies and procedures are conducted.

16. Tabletop and functional drills are conducted at least once every six months and full-scale exercises, coordinated with regional emergency response providers, are performed at least annually.

Document Control

17. Access to documents of security critical systems and facilities are controlled.

18. Access to security sensitive documents is controlled.

Access Control

19. Background investigations are conducted of contractors or others who require access to security critical facilities, and ID badges are used for all visitors, employees and contractors to control access to key critical facilities.

Homeland Security

20. Protocols have been established to respond to the Office of Homeland Security Threat Advisory Levels.

Federal Transit Administration
Transit Threat Level Response Recommendation

FTA Policy Statement

The Federal Transit Administration (FTA) has developed a National Transit Response Model that supports the initiatives of the Office of Homeland Security (OHS). The plan is a guide for the FTA's response to the OHS Homeland Security Advisory System (HSAS). The Transit Threat Level Response Recommendation, in turn, provides guidance to the U.S. transit industry in responding to the various OHS threat level designations.

Introduction and Background

The Federal Transit Administration (FTA), in response to the Office of Homeland Security (OHS), has defined the following plan to guide transit response to the HSAS as defined in Homeland Security Presidential Directive #3. The plan establishes a consistent and coordinated transit response to potential threats in order to protect transit passengers, employees, and infrastructure, and to support community emergency response efforts. Further, the plan is compatible with the way transit operates:

- Transit relies on an inherently open architecture, allowing free movement of passengers in public facilities and vehicles. This freedom of movement must be maintained to permit transit to perform its basic functions.
- Transit is geographically widespread, often operating on public infrastructure and requiring important interagency cooperation to ensure protection.
- There is great diversity in how police and security forces are provided and deployed at different transit systems. There is no national mandate to standardize this facet of transit operations and security force policies will remain a local agency decision.
- Transit functions include substantial differences in equipment, infrastructure, operations and security practices from agency to agency. While this plan provides general guidance for response to individual threat conditions, the details of specific implementation vary substantially throughout these agencies.
- Transit systems are routinely under surveillance by their operating staff (e.g., drivers, supervisors, station attendants, and controllers), security employees, and, with increasing frequency, transit passengers. This normal level of vigilance, supplemented by appropriate awareness training and the protective measures identified under threat condition green/blue, may be sufficient vigilance for some systems.

Threat Level/Attack/Recovery Systems Approach

The FTA National Transit Response Model supplements the existing HSAS Threat Condition model with Black and Purple designations to further define appropriate transit industry activities when an attack is in progress and during the post-event recovery of transit services and facilities.

<u>Color</u>	<u>Condition</u>
Green	Low threat level
Blue	General threat level
Yellow	Elevated threat level
Orange	High threat level
Red	Severe threat level
Black	Actual Attack
Purple	Recovery

The Black and Purple designations are interpreted as follows.

- Black indicates that an attack is underway against a specific transit agency or within the agency's immediate geographic area. The Black state is entered only when an attack has occurred. Black includes the immediate post-attack time period when the transit agency may be responding to casualties, assisting in evacuations, inspecting and securing transit facilities, or helping with other tasks directed by the local emergency management authority.
- Purple indicates the recovery of transit service after an attack has occurred. Purple includes restoration of levels of service, routes, and schedules, repairing or reopening facilities, adjustment of staff work schedules and duty assignments, responding to customer inquiries about services, and other activities necessary to restore transit service. The Purple state follows the Black state and may also exist for short time periods when the agency is transitioning from a higher threat condition to a lower threat condition (e.g., from Red to Orange). The Purple state will coexist with the prevailing threat condition. In other words, business recovery (Purple) will be accomplished while maintaining the prevailing readiness status (e.g., Orange protective measures).

Threat Level Information

The Attorney General makes the decision to change the OHS threat level. Changes in threat levels typically will be in sequential stepwise order. As conditions warrant, elevated threat levels will typically progress in order from lowest (green) to highest (red). Likewise, as conditions warrant, returning from higher to lower threat levels will typically progress sequentially.

Transit response posture may vary depending on the nature of the threat level. For example, threat guidance focused on the northeastern region may dictate that transit agencies in that region maintain a higher response posture than other regions of the country. If the guidance is modal-based, for example a threat to subways and transit agencies with subway modes may maintain a higher response posture than agencies without subways. In fact, large multi-modal transit agencies may operate their different modes with different response postures.

However, based on information and conditions, transit agencies should be prepared for the distinct possibility of a non-sequential threat level advisory. For example, if information and conditions warrant, a current threat advisory level of "Yellow" could be directly elevated to "Red."

Transit agencies must work collaboratively with their local and regional emergency management organizations, joint terrorism task force, police agencies, and other organizations. Each transit agency is responsible for determining its own appropriate response posture, based on an assessment of the guidance received from all sources and the response posture of the communities where the agency provides service.

FTA Recommended Protective Measures/Activities for Transit Agencies

The FTA recommends the threat level protective measures and activities for transit agencies as suggested or recommended actions, not required actions. While each transit agency should implement measures/activities appropriate to its own operating environment, the following general guidelines apply:

- The threat/risk goes up with each successive level.
- Responses are additive; each level incorporates all activities from the previous levels.
- Threat information may be general or indicated for different geographical regions of the country, metro areas, cities, transit agencies, industries, facility types (e.g., subway, tunnel, bus, control center, etc.), or for a specific facility.
- Specific implementation must be determined by the transit agency in light of actual events; protective measures for a higher level than officially designated may be implemented by the transit agency. For example, if the threat advisory level is elevated from "Yellow" to "Orange" a transit agency may elect to implement not only "Orange" level suggested protective measures, but also some "Red" level protective measures.

The following table presents specific transit industry protective measures in response to the HSAS threat level conditions, as well as for the actual attack and post-attack/recovery phases.

FTA Recommended Transit Protective Measures: GREEN

Low Condition (Green). This condition is declared when there is a low risk of terrorist attacks.

Measure 1. Refining and exercising as appropriate preplanned Protective Measures.

Measure 2. Ensuring personnel receive proper training on the Homeland Security Advisory System and specific preplanned department or agency Protective Measures.

Measure 3. Institutionalizing a process to assure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks, and all reasonable measures are taken to mitigate these vulnerabilities.

Measure 4. All contractors and visitors must check or sign in and out of designated facilities or areas within the facility that are considered key command, control or communications centers or areas.

Measure 5. Ensure existing security measures are in place and functioning such as fencing, locks, camera surveillance, intruder alarms, and lighting. Identify those additional security measures and resources that can enhance the security at the higher Threat Condition levels, e.g., increased surveillance.

Measure 6. Establish local, regional and system-wide threat and warning dissemination process, emergency communications capability, and contact information with law enforcement and security officials, including local FBI Field Offices, first responders, regional and district US DOT and FTA representatives. Emergency communications should have redundancy in both hardware and means to contact security officials, law enforcement agencies, and mobile field command centers.

Measure 7. Develop terrorist and security awareness and provide information and educate employees on security standards and procedures. Caution employees not to talk with outsiders concerning their facility or related issues.

Measure 8. Advise all personnel at each facility to report the presence of unknown personnel, unidentified vehicles, vehicles operated out of the ordinary, abandoned parcels or packages, and other suspicious activities.

Measure 9. Develop procedures for shutting down and evacuation of the facility. Facilities located near critical community assets should be especially vigilant of security measures.

Measure 10. Incorporate security awareness and information into public education programs and notifications to emergency response organizations.

Measure 11. Survey surrounding areas to determine those activities that might increase the security risks that could affect the facility, e.g., airports, government buildings, industrial facilities, pipelines, etc.

Measure 12. Ensure contingency and business continuity plans are current and include a response to terrorist threats.

Measure 13. Develop and implement hardware, software, and communications security for computer based operational systems.

FTA Recommended Transit Protective Measures: BLUE

Guarded Condition (Blue). This condition is declared when there is a general risk of terrorist attacks.

Measure 14. Establish liaison with each station or facility served to coordinate measures that may be necessary if the Threat Condition increases.

Measure 15. Ensure that a response can be mobilized and review facility security plans and procedures including bomb threat, chemical, biological or radiological threat and evacuation procedures. Ensure plans incorporate EOD and tactical teams as necessary, including accessibility to explosive detection capabilities such as K-9 teams or electronic sniffers.

Measure 16. Inspect perimeter fencing and repair all fence breakdowns. In addition, review all outstanding maintenance and capital project work that could affect the security of facilities.

Measure 17. Review all operations plans, personnel details, and logistics requirements that pertain to implementing higher Threat Condition levels.

Measure 18. Inspect all CCTV/Video Camera/VCR equipment and intercom systems where applicable to ensure equipment is operational.

Measure 19. Review and ensure adequacy of personnel and ID issuance and control procedures.

Measure 20. Require each visitor to check in at a designated facilities or areas within the facility that are consider key command, control or communications centers or areas and verify their identification - be especially alert to repeat visitors or outsiders who have no apparent business at the facility and are asking questions about the facility or related issues including the facility's personnel. Be familiar with vendors who service the facility and investigate changes in vendor personnel.

Measure 21. Inspect emergency supplies to ensure equipment is in good working order.

Measure 22. Provide the public with any information that would strengthen its ability to act appropriately.

Measure 23. At regular intervals, remind all personnel to be suspicious and inquisitive about strangers, particularly those carrying suitcases or other containers. Watch for unidentified vehicles on or in the vicinity of facilities. Watch for abandoned parcels or suitcases and any unusual activity.

FTA Recommended Transit Protective Measures: YELLOW

Elevated Condition (Yellow). An Elevated Condition is declared when there is a significant risk of terrorist attacks.

Measure 24. Inform all law enforcement and security officials with an operational need to know of the increased threat. Communicate this information to agency employees who have an operational need to know. Reinforce awareness of responsibilities with employees.

Measure 25. Test security and emergency communications procedures and protocols. Post Security Alert if appropriate. Check communications with designated emergency response or command locations.

Measure 26. Secure all buildings and storage areas not in regular use. Increase frequency of inspection and patrols within the facility including the interior of buildings and along the facility perimeter. Increase surveillance in areas considered key command, control or communications centers and areas such as truck docks, taxi lanes, parking lots, bridges, tunnels, and interlockings, as applicable.

Measure 27. Check designated unmanned and remote sites at more frequent intervals for signs of unauthorized entry, suspicious packages, or unusual activities.

Measure 28. Reduce the number of access points for vehicles and personnel to minimum levels and periodically spot check the contents of vehicles at the access points. Be alert to vehicles parked for an unusual length of time in or near a facility.

Measure 29. Inspect all mail and packages coming into a facility. Do not open suspicious packages. Review the USPS "Suspicious Mail Alert" and the "Bombs by Mail" publications with all personnel involved in receiving mail and packages.

Measure 30. Network with local law enforcement intelligence units, i.e. FBI field offices, and liaison, as appropriate, with other departments.

Measure 31. Ensure that personnel with access to building plans and area evacuation plans be available at all times. Personnel should be able to seal off an area immediately. The Director of Safety and Security and staff required to implement security plans should be on call and readily available.

Measure 32. Increase security spot checks of vehicles and persons entering facilities.

Measure 33. Review and implement security measures for high-risk personnel, as appropriate.

Measure 34. Increase the frequency of warnings by Low Condition (Green) and Guarded Condition (Blue) and inform personnel of additional threat information as available. Implement procedures to provide periodic updates on security measures being implemented.

Measure 35. Ensure that a company or facility response can be mobilized appropriate for the increased security level. Review communications procedures and back-up plans with all concerned.

Measure 36. Review with all facility employees the operations plans, personnel safety, security details, and logistics requirements that pertain to implementing increased security levels. Review notification/recall lists.

Measure 37. Confirm availability of security resources that can assist with 24/7 coverage as applicable.

Measure 38. Step up routine checks of unattended vehicles, scrutiny of packages and vehicles, and monitor critical facilities and key infrastructure (e.g., directed patrol checks of hatches, traction power substations, signal equipment, tracks, switches, rail yards and shops, rights-of-way, parking lots, etc.) are properly secured.

Measure 39. Limit visitor access to key security areas and confirm that the visitor has a need to be and is expected. All unknown visitors should be escorted while in these areas.

Measure 40. Advise local police agencies that the facility is at Elevated Condition (Yellow) and advise the measures being employed. Coordinate emergency plans as appropriate with nearby jurisdictions.

Measure 41. Resurvey the surrounding area to determine if activities near the facility could create emergencies and other incidents that could affect the facility, e.g., airports, government buildings, industrial facilities, railroads, other pipelines, etc.

Measure 42. Instruct employees working alone at remote locations or on the ROW to check-in on a periodic basis.

Measure 43. Check to ensure all emergency telephone, radio, intercom, and satellite communication devices are in place and they are operational.

Measure 44. Direct all personal, company, and contractor vehicles at the facility are secured by locking the vehicles. Remind Bus drivers to lock vehicles and check vehicles before entering or driving.

Measure 45. Interface with vendors and contractors to heighten awareness and report suspicious activity. Post signs or make routine public announcements that emphasize the need for all passengers to closely control baggage and packages to avoid transporting items without their knowledge.

Measure 46. Assign canines to visible patrols in stations where applicable.

Measure 47. Alert bus and helicopter units, if applicable.

Measure 48. Increase special foot patrols, bicycle patrol, and bus and train boardings as appropriate. Use canine patrols if available.

Measure 49. Develop and implement a schedule for increasing the frequency of inspection including specific areas and item such as: telephone booths, garbage containers, and all public areas.

Measure 50. Assessing whether the precise characteristics of the threat require that further refinement of preplanned Protective Measures.

Measure 51. Implementing, as appropriate, contingency and emergency response plans.

Measure 52. Keep all personnel involved in implementing antiterrorist contingency plans on call.

Measure 53. Secure and regularly inspect all buildings, rooms, and storage areas not in regular use.

Measure 54. At the beginning and end of each workday and at other regular and frequent intervals, inspect the interior and exterior of buildings in regular use for suspicious packages.

Measure 55. Examine mail (above the regular examination process) for letter or parcel bombs.

Measure 56. Check all deliveries to facility and loading docks.

Measure 57. Make staff and dependents aware of the general situation in order to stop rumors and prevent unnecessary alarm.

Measure 58. At an early stage, inform members of local security committees of actions being taken. Explain reasons for actions.

Measure 59. Operate random patrols to check vehicles, people, and buildings.

Measure 60. Implement additional security measures for high-risk personnel as appropriate.

FTA Recommended Transit Protective Measures: ORANGE

High Condition (Orange) A High condition is declared when there is a high risk of terrorist attacks.

Measure 61. Move cars and objects (e.g., crates, trash containers) at least 25 meters from buildings (Where possible) particularly highly populated, mission related, or high profile buildings. Consider centralized parking. Move automobiles and other non-stationary items from station and terminal perimeters and other sensitive buildings or areas. Identify areas where explosive devices could be hidden.

Measure 62. Close and lock gates and barriers except those needed for immediate entry and egress. Inspect perimeter fences on a regular basis. Ensure that other security systems are functioning and are available.

Measure 63. Increase security manpower for additional surveillance, to act as a deterrent and prevent unauthorized access to secure areas, deploy specialty/technical resources, and enact local tactical plans, if applicable. The areas recommended for additional patrols should include railroad terminals, on trains and busses, at bus stops, parking areas, loading docks, ticket counters, secure areas, bridges, tunnels and interlockings. Increasing surveillance of critical locations.

Measure 64. Arrange for and deploy plainclothes law enforcement or security officials for surveillance in terminals, stations and other location as appropriate.

Measure 65. Physically inspect visitors and randomly inspect their suitcases, parcels, and other containers.

Measure 66. Continue Low, Guarded and Elevated measures or introduce those that have not already been implemented.

Measure 67. Activate emergency response plans.

Measure 68. Reduce facility access points to the absolute minimum necessary for continued operation. Restrict threatened facility access to essential personnel only.

Measure 69. Advise local police agencies that the facility is at a High Condition (Orange) and advise the measures being employed.

Measure 70. Consult with local authorities about control of public roads and accesses that might make the facility more vulnerable to terrorist attack if they were to remain open. Take additional precautions at public events and possibly consider alternative venues or even cancellation.

Measure 71. Erect barriers and obstacles to control direction of traffic flow and protect that terminal, station or other key area/facility from an attack by a parked or moving vehicle - company vehicles may be used for this purpose. Implement centralized parking and shuttle bus service where feasible.

Measure 72. Schedule more frequent visits to remote sites and other locations that are potentially impacted.

Measure 73. Increase the frequency of call-ins from remote locations. Employees should not work alone in remote areas.

Measure 74. Check all security systems such as lighting and intruder alarms to ensure they are functioning. Install additional, temporary lighting if necessary to adequately light all suspect areas or decrease lighting to detract from the area.

Measure 75. Identify the owner of all vehicles parked at key command, control, or communications areas or other critical areas/facilities/ and have all vehicles removed which are not identified.

Measure 76. Strictly enforce control of entry. Inspect all vehicles entering key areas/facilities including the vehicle's cargo areas, undercarriage, glove boxes, and other areas where dangerous items could be concealed.

Measure 77. Limit access to designated facilities to those personnel who have a legitimate and verifiable need to enter the facility. Implement positive identification of all personnel - no exceptions. Evacuate all non-essential personnel.

Measure 78. Implement frequent inspection of key areas or facilities including the exterior and roof of all buildings and parking areas. Increase patrolling at night and ensure all vulnerable critical points are fully illuminated and secure.

Measure 79. If threat is region specific, alert connecting region(s) of potential need for additional manpower and/or equipment; commanding officers of connecting region(s).

Measure 80. Review procedures and make necessary preparations to establish Command Center(s) where applicable; make necessary preparations to dispatch Mobile Command Centers and/or Air Wings in the event of an actual emergency; prepare to initiate an incident command system or similar incident management structure for organizing the response to emergencies. Prepare to execute contingency procedures, such as moving to an alternate site or dispersing the workforce.

Measure 81. Disable all baggage lockers where applicable.

Measure 82. Restrict access to boarding areas to ticketed passengers only.

Measure 83. Coordinate necessary security efforts with Federal, State, and local law enforcement agencies or any National Guard or other appropriate armed forces organizations.

Measure 84. Keep all personnel responsible for implementing antiterrorist plans on call.

Measure 85. Enforce centralized parking of vehicles away from buildings.

Measure 86. Increase patrolling of the facilities.

Measure 87. Protect all designated vulnerable points.

FTA Recommended Transit Protective Measures: RED

Severe Condition (Red). A Severe Condition reflects a severe risk of terrorist attacks.

Measure 88. Increase security patrol activity to the maximum level sustainable. Increase perimeter patrols and inspections of facility.

Measure 89. Cancel or delay all non-vital facility work conducted by contractors, or continuously monitor their work with company personnel as applicable.

Measure 90. Continue all Low, Guarded, Elevated and High Condition measures or introduce those that have not already been implemented.

Measure 91. Implement emergency and continuity plans as appropriate. Reduce restricted area access points to an operational minimum.

Measure 92. Augment security forces to ensure absolute control of key command, control or communications centers or areas and other potential target areas. Establish surveillance points and reporting criteria and procedures.

Measure 93. Limit schedule or routing.

Measure 94. Remove unattended, unauthorized vehicles parked within 300 feet of a terminal building or station where passengers load or unload.

Measure 95. Increase or redirect personnel to address critical emergency needs.

Measure 96. Assign emergency response personnel and pre-position and mobilize specially trained teams or resources.

Measure 97. Monitor, redirect, or constrain transportation systems.

Measure 98. Close public and government facilities.

Measure 99. Identify all vehicles within operational or mission support areas.

Measure 100. Search all vehicles and their contents before allowing entrance to facilities.

Measure 101. Control access and implement positive identification of all personnel.

Measure 102. Search all suitcases, briefcases, packages, etc., brought into the facility.

Measure 103. Frequent checks of building exteriors and parking areas.

Measure 104. Minimize all administrative journeys and visits.

Measure 105. Coordinate the possible closing of public roads and facilities with local authorities.

FTA Recommended Transit Activities: BLACK

A Black (Attack) condition means that a terrorist attack has occurred.

Measure 106. Activate Immediate Action Drills (IAD) and Emergency Responses to a Terrorist Attack (there are 10 essential IAD's)

Measure 107. Report the attack immediately to all emergency response organizations

Measure 108. Provide for security of the site and other transit system assets during the emergency and be alert to possible secondary attacks.

Measure 109. Assist response to any Casualties

Measure 110. Activate measures to Mitigate the effects of the Attack

Measure 111. Assess immediately impact of the attack on transit service and facilities and adjust or terminate services as required.

Measure 112. Advise FTA and FBI immediately of all know information regarding the nature of the attack so that FTA, FBI and others may immediately disseminate that information to other transit properties nationwide.

Measure 113. Provide Internal and Public Information asap

Measure 114. Designate the Incident Commander and Activate Transit Emergency Response (or Operations) Center and/or dispatch representatives to appropriate Emergency Operations Centers

Measure 115. Mobilize and provide transit assets (communications links, equipment, facilities and personnel) in support of the overall incident response effort.

Measure 116. Identify Attackers for Responders if witnesses and/or surveillance can provide timely and relevant information

Measure 117. Activate "on-call" external contractors or other special support as required

FTA Recommended Transit Activities: PURPLE

A Purple condition designates business recovery activities after an attack.

Measure 118. Activate (or hastily develop) Business Recovery Plan

Measure 119. Restore Transit System capabilities

Measure 120. Restore the Scene of Attack to functionality

Measure 121. Guard against secondary Attacks

Measure 122. Evaluate why Attack succeeded and update Threat and Vulnerability Analysis

Measure 123. Identify and implement corrective measures

Measure 124. Restore Public confidence by announcing new measures

Measure 125. Return to an appropriate preventative level of GREEN thru RED

Measure 126. Coordinate funding and other needs for transit system restoration with FTA

Measure 127. Identify Short and Long Term Capital replacement needs, develop plans and detailed designs

Measure 128. Complete an After Action report

**EDMUND D. EDELMAN CHILDREN'S COURT/LOS NIETOS SHUTTLE SERVICE
(2007-PA002)
VEHICLE APPEARANCE/CLEANLINESS CHECKLIST**

Date/Time_____ Vehicle No._____

Checked BY_____

EXTERIOR	VERY GOOD	ACCEPTABLE	UNACCEPTABLE
Windshield	_____	_____	_____
Windows	_____	_____	_____
Body-Front and Sides	_____	_____	_____
Body-Rear	_____	_____	_____
Fuel Filter Area	_____	_____	_____
Wheels	_____	_____	_____
Rubber/Vinyl Parts	_____	_____	_____
Destination Sign Area	_____	_____	_____
 INTERIOR			
Entry/Driver Area	_____	_____	_____
Windshield	_____	_____	_____
Floor/Aisle	_____	_____	_____
Seats	_____	_____	_____
Seat Backs	_____	_____	_____
Windows	_____	_____	_____
Lift or Exit Door Area	_____	_____	_____
Sidewall Panels	_____	_____	_____
Modesty Panels	_____	_____	_____
Stanchions/Grab Rails	_____	_____	_____
Information Display Area	_____	_____	_____
Schedule Holder(s)	_____	_____	_____
 Subtotal	_____	_____	_____
 Total	_____	_____	_____
 OVERALL RATING	_____	VERY GOOD	
	_____	ACCEPTABLE	
	_____	UNACCEPTABLE	

IF CONTRACTOR PURCHASES FUEL AT MARKET PRICES AT TIME OF PROPOSAL:

The Director may adjust 10 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, and at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Propane (LPG) using West Coast (PADD 5) "Sales For Resale," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval (interval may differ), which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit L.

Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

IF THE CONTRACTOR HAS A LONG TERM AGREEMENT TO PURCHASE FUEL AT A FIXED PRICE FOR A MULTI-YEAR PERIOD AT TIME OF PROPOSAL:

The Director may adjust 10 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the negotiated fuel price during the term of this Contract, whenever there is a renegotiation of the Contractor's fuel prices with the fuel suppliers. The Contractor agrees to provide Public Works with a copy of its current long-term fuel purchasing agreements and each new fuel agreement, whenever the(se) agreement(s) is/are renegotiated during the term of this Contract. Such copies, when marked "Confidential" by the Contractor, shall be treated by the County as confidential in accordance with the California Public Records Act. The percentage change in the fuel price shall be obtained using the fuel prices listed in the long-term agreement on the proposal submission date and whenever there is a change in the long-term fuel price. A sample calculation is included in Exhibit L.

However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted,

FUEL PRICE ADJUSTMENTS

EXHIBIT K

the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit L.

Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the vehicles used in revenue service and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

Sample Calculation of the Fuel Adjustment

Purchasing Fuel at Market Prices

Following sample data will be used to calculate sample calculation of fuel adjustment

Hourly Rate from PW-2, Schedule of Prices: \$15.00

Proposal due date: August 2005

Contract start date: July 2006

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - May 2005	245.02 cents per gallon
Diesel (On-Highway) - April 2006	293.23 cents per gallon
Percent change in Diesel (On-Highway)	19.7% increase

Adjusted Hourly Rate (FA component):

= (10% of hourly rate) * x (Percent change in Diesel Price)

= [(10%) x (\$15.00)] x (19.7%)

= (\$1.50) x (19.7%)

= \$0.30 Fuel Adjustment (increase)

Adjusted Hourly Rate for July 2006

\$15.00 + \$0.30 = \$15.30

Purchasing Fuel Under Long-Term Fuel Supply Agreement

Following sample data will be used to calculate sample calculation of fuel adjustment

Hourly Rate from PW-2, Schedule of Prices: \$15.00

Proposal due date: August 2005 (Long-Term Fuel Price : \$2.00 per gallon)

Contract start date: July 2006

Renegotiation of Fuel Price: September 2006 (renegotiated price is \$2.25 per gallon)

Fuel Adjustment (FA) Component for Contract price:

August 2005	200.00 cents per gallon
Renegotiated Price in September 2006	225.00 cents per gallon
Percent change in Diesel (long-term price)	12.5% increase

Adjusted Hourly Rate (FA component):

= (10% of hourly rate) x (Percent change in price)

= [(10%) x (\$15.00)] x (12.5%)

= (\$1.50) x (12.5%)

= \$0.19 Fuel Adjustment (increase)

Adjusted Hourly Rate for September 2006

\$15.00 + \$0.19 = \$15.19



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TERMINAL MANAGER'S COMPLIANCE CHECKLIST
CHP 800D (Rev 12-04) OPI 062

The following checklist and other general information are provided to assist motor carriers whose California terminals are subject to inspection by the Department of the California Highway Patrol pursuant to Vehicle Code Section 34501 or 34501.12. Any motor carrier, as defined in Vehicle Code Section 408 and/or Section 34501.12(a), can improve its ability to pass such inspections by closely examining its own operations in the light of the following checklist.

ABBREVIATIONS USED ARE AS FOLLOWS:

13 CCR: Title 13, California Code of Regulations	DMV: Department of Motor Vehicles
49 CFR: Title 49, Code of Federal Regulations	PNP: Pull Notice Program
BIT: Biennial Inspection of Terminals	PUC: Public Utilities Commission
CHP: California Highway Patrol	VC: California Vehicle Code
CMV: Commercial Motor Vehicle	USDOT: U. S. Department of Transportation

NOTE: Compliance with federal regulations governing testing of drivers for use of controlled substances and abuse of alcohol is also required, but is evaluated separately from all other matters. See 34520 VC and 49 CFR Part 382 for information regarding this issue. The CHP also publishes a checklist similar to this one titled CHP 800F, Controlled Substances and Alcohol Testing Compliance Checklist.

DRIVER RECORDS - NEW DRIVERS

1. Do you obtain a DMV report showing a prospective driver's current driving record prior to allowing him/her to drive a vehicle listed in VC 34500? VC 1808.1(a)
2. Before you use a driver, is his/her DMV driving record reviewed? VC 1808.1(a)
3. Is a copy of a driver's current DMV driving record signed, dated, and retained until receipt of his/her PNP record? VC 1808.1(a)

DRIVER RECORDS - PNP

4. Are all your company's drivers enrolled in the PNP including managers, supervisors, family members, or anyone else who may at any time drive a vehicle that requires the driver to have a class A or class B driver license or any special driving certificate, or an endorsement to transport hazardous materials with a class C license? VC 1808.1(b) See also VC 34501.12(h)(2)(B)
5. Do you have a current pull notice record on file for each of your drivers? VC 1808.1(c)
6. Have PNP records been examined to verify that each employee's driver license has not been suspended or revoked; to verify each employee's traffic violation point count; and whether any employee has been convicted of driving under the influence of alcohol or drugs? VC 1808.1(c)
7. Are PNP records signed and dated? VC 1808.1(c)
8. Have you employed or continued to employ as a driver any person for whom a disqualifying action has been taken against his/her driving privilege or required certificate? VC 1808.1(f)

DRIVERS' HOURS OF SERVICE RECORDS

9. Do you maintain driver timekeeping records for each of your drivers including those who only drive locally (time sheets, cards, etc.)? 13 CCR 1234(a)
10. Are timekeeping records complete? 13 CCR 1234(a)
11. Is the original of each driver timekeeping record retained for at least six months? 13 CCR 1234(a)

DRIVER PROFICIENCY AND RECORDS

12. Do you require drivers to demonstrate their ability to safely operate each different type of vehicle or vehicle combination before allowing them to operate these vehicles on the highway unsupervised? 13 CCR 1229
13. Do you maintain a record of the different types of vehicles and combinations each driver is capable of operating proficiently? 13 CCR 1234(b)

MAINTENANCE PROGRAM AND RECORDS

14. Are your vehicles maintained in good mechanical condition? 13 CCR 1230
15. Do you require all drivers to submit documented daily vehicle inspection reports (DVIR)? 13 CCR 1234(e)
16. Do you require a "negative DVIR report" when no defects are found by the driver? 13 CCR 1234(e)
17. Are DVIRs examined and defects corrected before the vehicle is operated on the highway? 13 CCR 1234(e)
18. Do you retain DVIRs for at least three months? 13 CCR 1202.2, 49 CFR 396.11(c)(2)
19. Are all vehicles regularly and systematically inspected, maintained, and lubricated? 13 CCR 1232(a)
20. Do you have a means of indicating the types of inspection, maintenance, and lubrication operations to be performed on each of your vehicles and does that means include the date or mileage when these operations are due? 13 CCR 1232(a)

INSPECTION, MAINTENANCE, LUBRICATION, AND REPAIR RECORDS

21. Do you document each inspection, maintenance, lubrication, and repair performed for each vehicle under your control? 13 CCR 1234(f)
22. Are all maintenance records kept current and available for inspection? 13 CCR 1234(f)
23. Are maintenance records retained for at least one year? 13 CCR 1234(f)
24. Do maintenance records include: 13 CCR 1234(f)
 - (a) Identification of the vehicle including, make, model, license number, or other means of positive identification?
 - (b) Date or mileage and nature of each inspection, maintenance, lubrication, and repair performed?
 - (c) The inspection, maintenance, and lubrication intervals?
 - (d) The name of the lessor or contractor furnishing any vehicle?

CARRIER-PERFORMED INSPECTIONS

(Questions 25 through 29 apply only to motor carriers operating the following vehicles.)

- *Motortrucks of three or more axles which are more than 10,000 pounds gross vehicle weight rating.*
 - *Truck tractors.*
 - *Trailers and semitrailers, pole or pipe dollies, auxiliary dollies, and logging dollies used in combination with vehicles listed above. Camp trailers (VC 242), trailer coaches (VC 635), and utility trailers (VC 666), as defined, are not included.*
 - *Any motortruck with a gross vehicle weight rating of more than 10,000 pounds (excluding a pickup truck as defined in 471 VC), while towing any trailer or semitrailer that results in a combination length over 40 feet (excluding trailer coaches, camp trailers, and utility trailers, as those terms are defined in the Vehicle Code).*
 - *Any truck, or any combination of a truck and any other vehicle, transporting hazardous materials in an amount that requires the display placards.*
25. Do you perform a safety inspection at least every 90 days on each truck, tractor, trailer, and dolly? VC 34505.5(a)
 26. Do your 90-day safety inspections include at least the following: VC 34505.5(a)
 - (a) Brake adjustment?
 - (b) Brake system components and leaks?
 - (c) Steering and suspension systems?
 - (d) Tires and wheels?
 - (e) Vehicle connecting devices (fifth wheels, kingpins, pintle hooks, drawbars, chains, etc.)?
 27. Are defects which are noted during 90-day inspections corrected prior to operating the vehicle on the highway? VC 34505.5(b)
 28. Do 90-day inspection records include: VC 34505.5(c)
 - (a) Identification of the vehicle including, make, model, license number, company vehicle number or other means of positive identification?
 - (b) Date and nature of each inspection and repair performed?
 - (c) The signature of your authorized representative attesting to the inspection and to the completion of all required repairs?
 29. Are these inspection records retained for at least two years? VC 34505.5(c)

(Questions 30 through 34 apply to Tour Bus operators only [VC 612])

30. Do you perform a safety inspection at least every 45 days on each tour bus? VC 34505(a)
31. Do your 45-day safety inspections include at least the following: VC 34505(a)
 - (a) Brake adjustment?
 - (b) Brake system components and leaks?
 - (c) Steering and suspension systems?
 - (d) Tires and wheels?
32. Are defects which are noted during 45-day inspections corrected prior to operating the tour bus on the highway? VC 34505(b)
33. Do 45-day inspection records include: VC 34505(c)
 - (a) Identification of the vehicle including, make, model, license number, or other means of positive identification?
 - (b) Date and nature of each inspection and repair performed?
 - (c) The signature of your authorized representative attesting to the inspection and to the completion of all required repairs?
34. Are these inspection records retained for at least one year? VC 34505(c)

VEHICLE IDENTIFICATION

35. Does each vehicle or combination of vehicles display the company name on both sides in characters clearly legible from a distance of 50 feet? 13 CCR 1256
36. Do your vehicles display a valid operating authority, motor carrier permit, or identification number? VC 34507.5(b)(1)
37. Are identification numbers removed before sale, transfer, or other disposal of a vehicle? VC 34507.5(b)(3)

HAZARDOUS MATERIALS HANDLING PROCEDURES

38. If you transport hazardous materials or hazardous waste, do you ensure that you only transport shipments that are in compliance with regulations contained in Title 49, Code of Federal Regulations (49 CFR) Parts 100 to 178, covering the following requirements?
- (a) Packaging, selection, and proper use of specification containers. 13 CCR 1163, 49 CFR 173.24
 - (b) Marking and placement of required markings on packages and containers. 13 CCR 1161.3, 49 CFR 172.300
 - (c) Proper labeling of packaging and containers. 13 CCR 1161.2, 49 CFR 172.400
 - (d) Proper placarding of vehicles or containers. 13 CCR 1162, 49 CFR 172.500
 - (e) Shipping papers including, proper entries, sequence of entries; legibility of shipper's certification when required; shipping paper retention as required; availability in transport vehicles? 13 CCR 1161, 49 CFR 172.200
 - (f) Loading compatibility, load securement, protection from weather? 13 CCR 1164, 49 CFR Part 177
 - (g) Spill reports submitted as required; copies retained at terminal? 13 CCR 1166, 49 CFR Part 171

SATISFACTORY RATED TERMINALS

A terminal rated **satisfactory** is one that is in compliance with applicable laws and regulations. Minor deficiencies or defects which could have developed in normal operation despite a thorough and frequent preventive maintenance program will not preclude assignment of a satisfactory terminal rating. Criteria for assignment of a satisfactory rating include:

- A. Vehicle/equipment condition reflects effective preventive maintenance practices, and shows that the motor carrier follows a well-defined program for scheduled maintenance.
- B. Vehicle records reflect compliance with applicable mandated inspection intervals; clearly identify inspection, service, and lubrication intervals; document services and repairs performed; and are consistent with the actual condition of the vehicles, not just "paper maintenance."
- C. Drivers' daily vehicle inspections are performed and the findings are documented. Defects noted are corrected promptly.
- D. Vehicles are not operated with out-of-service conditions or defects of a long-standing nature.
- E. Drivers' timekeeping records are in use and are current. Records are retained for at least the minimum time required.
- F. Drivers comply with hours of service limits established by state and federal law, as applicable.
- G. Drivers' timekeeping records truthfully reflect driver's actual hours of service.
- H. Records reflect compliance with Vehicle Code requirements with respect to the PNP.
- I. Required driver proficiency records are on file.

UNSATISFACTORY RATED TERMINALS

A terminal rated **unsatisfactory** is one showing evidence of widespread noncompliance with, significantly declining compliance with, or disregard for statutory or regulatory requirements. An unsatisfactory rating will be assigned for any condition described in (A) through (I) below, or for two or more conditions described in (J) or (K) below:

- A. Vehicle or equipment violations of a deliberate or long-standing nature.
 - B. More than 20% of inspected vehicles are placed out-of-service.
 - C. No maintenance records on file.
 - D. Drivers' timekeeping records or other evidence reveals consistent hours of service violations.
 - E. Falsified drivers' timekeeping records.
 - F. Drivers' timekeeping records not on file as required.
 - G. Some or all drivers are not enrolled in the PNP.
 - H. Evidence of willful disregard of statutory or regulatory requirements.
 - I. Lack of compliance with hazardous materials transportation requirements which could jeopardize public or environmental safety, or hinder prompt action by emergency response personnel.
-
- J. Maintenance program discrepancies as follows:
 - (1) Violations generally spread over all vehicles which by their nature should have been detected and corrected under an effective inspection and maintenance program.
 - (2) Maintenance records not current.
 - (3) Maintenance record entries not consistent with vehicle condition, revealing "paper maintenance".
 - (4) Inspection or maintenance not performed as scheduled.
 - (5) Vehicle defects not promptly corrected.
 - (6) Vehicle repairs not properly recorded.
 - K. Driver records discrepancies as follows:
 - (1) Driver records not current.
 - (2) Driver records not on file for the required retention period.
 - (3) Improperly prepared drivers' records.

CONDITIONAL RATED TERMINALS

A terminal rated **conditional** is one in which the terminal's compliance is no longer manifestly unsatisfactory, but full compliance has not been demonstrated. In this case, the CHP will return for a follow-up inspection in approximately six months to assign a rating. The new rating will not be conditional; it will be either satisfactory or unsatisfactory. Under certain circumstances when reinspecting a terminal which had been previously assigned an unsatisfactory rating, the CHP is unable to determine that all required corrections have been accomplished by the motor carrier. An example would be a terminal which had received an unsatisfactory rating for excessive drivers' hours of service, and as a result the PUC or DMV had suspended the motor carrier's operating authority or motor carrier permit for a period of time. During the suspension, the carrier could not lawfully operate any of its vehicles, and therefore could not demonstrate compliance with laws and regulations governing drivers' hours of service. Under such circumstances, if all other compliance failures at that terminal had been corrected by the carrier, the CHP will normally assign a conditional rating to that terminal, then reevaluate the hours of service issue later.

ABOUT THIS CHECKLIST

This checklist, while detailed, cannot list all possible items where compliance with law or regulation could be an issue, nor can it explore all possible applications of CHP policy in the assignment of ratings. A motor carrier who examines his or her operations using this checklist as a guide can identify areas where compliance may be weak, and take action to improve those areas. Some of these items may not apply to every type of carrier. Laws and regulations change over time, and staying current with these changes is one of the keys to success for anyone who operates or directs the operation of commercial vehicles. This checklist is not law; it is intended only to assist motor carriers in achieving success in the area of highway safety. It does not bind the CHP to a particular determination regarding the compliance of any motor carrier with laws and regulations in existence at any given moment. Any conflict between this checklist and a law or regulation, or future change in CHP policy, will be resolved in favor of the law, regulation, or policy. This checklist will be revised to reflect significant changes in these areas as soon as possible after they occur.

CHP MOTOR CARRIER SAFETY UNITS

Questions may be directed to any of the Motor Carrier Safety Units listed below.

Northern Division

2485 Sonoma Street
Redding CA 96001-3026
(530) 225-2098
(530) 246-1264 (Fax)

Valley Division

11336 Trade Center Drive
Rancho Cordova, CA 95741-0640
(916) 464-2090
(916) 464-2097 (Fax)

Golden Gate Division

1551 Benicia Road
Vallejo, CA 94591-7568
(707) 648-4180
(707) 649-4766 (Fax)

Central Division

4771 West Jacquelyn Avenue
Fresno, CA 93722-6406
(559) 445-6992
(559) 276-9449 (Fax)

Southern Division

437 North Vermont Avenue
Los Angeles, CA 90004-3590
(323) 644-9557
(323) 953-4827 (Fax)

Border Division

9330 Farnham Street
San Diego, CA 92123-1284
(858) 650-3655
(858) 637-7159 (Fax)

Coastal Division

4115 Broad Street, Suite B-10
San Luis Obispo, CA 93401-7992
(805) 549-3261
(805) 541-2871 (Fax)

Inland Division

847 East Brier Drive
San Bernardino, CA 92408-2820
(909) 388-7102
(909) 885-0981 (Fax)

MONTHLY RIDERSHIP FORM (MR-20) FOR LACMTA CONSOLIDATED NTD REPORT FOR FISCAL YEAR _____

Agency

Mode **MB**

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	*Due to MTA
July					August 25th
Aug					September 25th
Sept					October 25th
Oct					November 25th
Nov					December 25th
Dec					January 25th
Jan					February 25th
Feb					March 25th
Mar					April 25th
Apr					May 25th
May					June 25th
Jun					July 25th
Total:	0	0	0		

Mode **DR**

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	*Due to MTA
July					August 25th
Aug					September 25th
Sep					October 25th
Oct					November 25th
Nov					December 25th
Dec					January 25th
Jan					February 25th
Feb					March 25th
Mar					April 25th
Apr					May 25th
May					June 25th
Jun					July 25th
Total:	0	0	0		

PREVENTIVE MAINTENANCE

SECTION 1. SERVICE PROVISIONS

The Preventive Maintenance Inspection (PMI) Services to be provided by the Contractor shall consist of levels hereinafter referred to as "A," "B," "C", "J," and "I" PMI Services and shall be conducted at vehicle mileage or time intervals as described herein.

A. PMI Service Sequencing

1. "A" service occurs every 6,000 vehicle miles or 3 months (90 days), whichever occurs first.
2. "B" service occurs every 12,000 vehicle miles or 6 months, whichever occurs first.
3. "C" service occurs every 20,000 vehicle miles or annually, whichever occurs first.
4. "J" inspection occurs every 45 days regardless of mileage.
5. "I" inspections occurs a minimum of once per week. More frequent "I" service may be required by the Contract Manager depending upon demonstrated vehicle reliability. This inspection shall be documented and shall indicate all problems found, maintenance/repair required, and maintenance repair performed.
6. "DVIR" Daily Vehicle Inspection Report. A legally required document prepared each day by the vehicle operator (driver) regarding the vehicle to be operated. A copy is to be retained by the Contractor maintenance shop and any repair work documented. This report requirement is explained in more detail in the "Operator Requirements" section of this document.
 - a. "A" service occurs as part of every "B," and "C" Service inspection and coordinates with the "J" inspection.
 - b. PMI service sequencing (repeats each 20,000 miles).

	<u>SERVICE Miles</u>	<u>PMI SERVICE</u>	
90 days maximum	6,000	A	A

EXHIBIT O

6 months maximum	12,000	B	A&B
	18,000	A	A
1 year maximum	20,000	C	A,B,&C
45 days maximum	45 days Inspection	J	J & A
weekly maximum	Weekly Inspection	I	I
Pre-trip inspection by operator (driver) – Daily			DVI

B. Inspections/PMI Services

1. "A" Inspection (PMI) service (6000 miles/3-months - 90 days) (includes the following items but not limited to)

- Change engine oil
- Replace engine oil filter
- Engine idle speed (check & adjust)
- Engine throttle linkage; check operation
- Engine fuel/water separator; drain water
- Check transmission fluid level
- Inspect driveline
- Driveline "u-joints", lubricate
- Inspect shock absorbers
- Front axle spindles, lubricate engine
- Coolant, check condition
- Coolant hoses and clamps, check condition
- Differential oil level, check
- Brake fluid level
- Battery water level
- Inspect brakes for operation and wear. Record percentage of pad, lining remaining
- Check steering box mounting
- Check steering box
- Check steering linkage, lubricate
- Road test for steering and suspension
- Accessory drive belt tension, measure and record
- Inspect accessory drive belts for wear and tension; record result
- Inspect brakes, adjustment
- Inspect tire rims and mounting
- Check tire rim mounting bolt torque
- Inspect tires, if irregular wear present perform alignment
- Measure and record tire tread depth
- Check and record tire pressures (including spare tire)
- Inspect exterior lamps for operation
- Inspect interior lamps for operation
- Inspect dash panel for operation of all switches gauges and lamps

EXHIBIT O

- Inspect upper (overhead) panel for operation of all switches gauges and lamps
- Inspect all doors for adjustment and smoothness of operation
- Inspect wheelchair lift for operation and adjustment; including interlock device
- Clean and lubricate wheelchair lift
- Cycle wheelchair lift in manual (emergency) check hydraulic fluid level mode
- Inspect glazing for operation and cracks
- Operate emergency escape windows
- Inspect seats for damage, soiling
- Inspect floor covering and step treads for damage
- Test HVAC
- Measure and record A/C output temperature front and rear
- Test heating (front and rear) for output. Clean immediate area surrounding rear heater unit.
- Inspect exhaust system, correct deficiencies
- Inspect fire extinguisher
- Inspect other vehicle safety devices/equipment
- Inspect wiper, washer operation, fluid level
- Tire rotation

Plus other additional items as deemed appropriate.

Note: "A" Inspection/service repeats with each "B" and "C" service Inspection and coordinates with the "J" inspection.

2. "B" Inspection/service (12,000 miles/6 months)
(included but not limited to)

- "A" inspection;
- Engine fuel filter, (Ford) replace (primary)
- Engine fuel filter (Racor), replace filter element (secondary)
- Accessory drive belts; replace
- Check front wheel alignment
- Check front suspension and all shock absorbers
- Battery(s) specific gravity; check
- Load Test battery(s)
- Clean battery terminal connections

Plus other additional items as deemed appropriate.

3. "C" Inspection/service (20,000 miles/Annual)
(included but not limited to)

- "A" inspection
- "B" inspection
- Engine coolant; replace
- Flush engine block
- Replace engine coolant thermostat
- Replace coolant hoses, clamps
- Replace radiator pressure cap
- Repack front wheel bearings
- Inspect differential, change oil

Plus other additional items as deemed appropriate.

4. "J" Inspection ("45" day inspection/45 day cycle only)
(included but not limited to)

- Legal requirements, 13 CCR 1232(b)
- Inspection must be a matter of record
- Brake inspection, adjustment as necessary
- Inspect brake system for leaks, brake fluid level
- Inspect accessory drive belts for condition; measure belt tensions and record
- Inspect all hoses and lines for condition
- Inspect tires
- Inspect wheels and wheel mountings
- Inspect steering
- Inspect suspension
- Inspect vehicle safety devices
- Inspect vehicle safety equipment
- Inspect vehicle exhaust system
- Inspect vehicle wiper/washer operation/fluid level

Plus other additional items as deemed appropriate.

5. "I" service level (minimum once per week)

Contractor shall perform the PMI service level "I" in accordance with California Code Regulations Title 13, Section 1234(f) and California Vehicle Code Section 34500.

Contractor shall be responsible for and shall conduct an "I" Service at frequent intervals (minimum weekly) utilizing qualified maintenance personnel.

PMI service Level "I" shall include, but not be limited to the following:

"I" service (minimum weekly)
(included but not limited to)

- Engine accessory drive
- Drive belts – inspection
- Measure belt tension and record
- Engine oil level
- Engine coolant level
- Transmission fluid level
- Interior lights
- Exterior lights
- Brake operation
- Parking brake operation
- Instrument cluster (gauge operation)
- Tire pressure to specification
- Front wheel bearing leaks
- Directional Signals and Flashers
- Horn operation
- "Back-up" alarm operation
- Door operation
- Wheelchair lift interlock operation
- Wheelchair lift operation
- Emergency escape window operation
- Wiper/washer operation
- HVAC system operation effectiveness
- Check under vehicle for any fluid leaks
- Note any body damage
- Vehicle cleanliness interior/exterior

Plus other additional items as deemed appropriate.

6. "DVIR" Daily Pretrip/Post Trip Vehicle Inspection

- By operator (driver) of vehicle
- Required inspection. 13 CCR 1215 (a)/Section 34500 CVC
- Contractor shall cause assigned driver (operator) of revenue service vehicle to conduct a vehicle "pre-trip" inspection of said vehicle prior to operating (driving) said vehicle on a daily basis, signed by the assigned operator (driver) of the vehicle.
- The vehicle defect report is required as a matter of record, whether or not any defects are found.

Note: This inspection is not a pure maintenance function inspection, but rather it is an operational inspection by the operator (driver) of the vehicle. Further

detail of the "DVIR" inspection is explained in the "operations" section of this document. (Also, under "Record Keeping Requirements").

C. Services Not Included

The following services shall be handled as regular contractor orchestrated maintenance and shall not be performed as part of the PMI service:

- Tire replacement
- Tire repair
- Non-PMI scheduled repairs except as covered by warranty.
- Mechanical failure and/or "Road Calls" except as covered under warranty.
- Damage to mechanical components due to abuse, vandalism or accident.
- Damage to body/cosmetic appearance
- Vehicle washing and cleaning (exterior and interior)
- Re-charging the fire extinguisher/ fire extinguisher compliance
- Fuel and labor required to transport vehicles to be serviced/repaired

D. Parts Not Included In PMI Service
(Contractor Supplied)

The following parts shall be maintained and replaced as needed on a day-to-day basis by the Contractor at their own expense.

- Head Lamps
- Clearance lamps
- Turn signal lamps
- Interior lamps
- Dashboard and all indicator lamps
- Windshield wiper blades
- Other consumables except as covered by warranty
- Fire Extinguisher
- Wheelchair tie-down belt replacements
- Tires
- Cleaning materials

E. Parts Included

EXHIBIT O

The following parts shall be provided under either PMI service or regular maintenance Services performed by the Contractor:
(included but not limited to)

Engine: Oil filter(s)
Air filter element
Fuel filter element (both)
Replacement oil
Replacement coolant

Miscellaneous: Power steering fluid
Brake fluid

Transmission: Oil filter(s)
Replacement oil

Differential: Replacement oil

Wheel Bearing: Grease seals
Grease

Lubrication grease
Silicone
Battery water (distilled)
Battery terminal spray/protectant
Windshield washer fluid

Miscellaneous hoses/flex lines, and washer that have a replacement requirement as part of the PMI service schedule.

Miscellaneous seals, and gaskets that have a replacement requirement as part of the PMI services schedule.

Miscellaneous engine accessory drive belts as part of PMI services schedule.

The following parts shall be provided by Contractor only as part of a PMI service:

A/C Compressor lube oil
Freon #R-134a refrigerant

SECTION 2. OIL ANALYSIS

A sample will be taken by the Contractor utilizing County-approved personnel and a County-approved sample-taking process. Within one business day of taking the sample, sample must be delivered to a Contract Manager-approved analysis facility for processing according to the following schedule:

Engine Oil: Sample requirement is 500 miles prior to Each "B" service/inspection (every second oil change).

Transmission Oil: Sample requirement is 500 miles prior to every other "A" only (15,000 miles) service/inspection. Not to exceed 15,000 miles.

The Contractor shall inform the Contract Manager, at least seven (7) calendar days in advance of the Engine Oil and Transmission Oil sampling dates. At Contract Manager's option, County personnel may be on-site to observe the Contractor's sampling procedures.

The Contractor shall provide or shall cause to have provided to the Contract Manager a copy of each analysis generated within one business day after results of said analysis are known -or- returned to Contractor by the oil analysis vendor.

SECTION 3. RECORDS

Individual PMI service records shall be maintained and retained by Contractor. The records shall be maintained in a manner consistent with California Highway Patrol terminal inspection requirements. Records shall be maintained for all "DVI," "I," "J," "A," "B," and "C" Inspection/ service plus any maintenance conducted/repair.

A copy of each PMI services/repair activity shall be mailed to County at the following address:

County of Los Angeles
Department of Public Works
Transit Operations Section
P.O. Box 1460
Alhambra, CA 91802-1460

Attention Transit Manager

LETTER OF TRANSMITTAL

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January 31, 2007

Mr. Donald L. Wolfe, Director of Public Works
County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

First Transit, Inc.
705 Central Avenue
Suite 300
Cincinnati, OH 45202
Rick Dunning
Vice President
Business Development
Office 513.684.8734
Cell 513.236.1594
Fax 513.684.8852
Rick.Dunning@firstgroupamerica.com



Attention: Mr. Patrick V. Dechellis, Deputy Director

Re: Request for Proposals – Edmund D. Edelman Children’s Court/ Los Nietos
Shuttle/2007-PA002

Dear Mr. Dechellis and Members of the Evaluation Committee:

On behalf of First Transit, I am pleased to submit our proposal to Los Angeles County to operate the El Sol Shuttle Service. Our proposal has been prepared in accordance with the Request for Proposals (RFP) and addenda issued by the County.

We are confident that First Transit will provide the County with the most cost-effective and customer-focused service possible. We are committed to meeting and exceeding the County’s goals of providing a quality transportation experience to residents of East Los Angeles.

Based on our understanding of the County requirements as set forth in the RFP and the needs of the residents being served, we believe First Transit offers the County the opportunity to maintain and improve an important service to these communities. We are proposing new vehicles to replace the existing fleet currently used. It will be our intent to hire most, if not all, of the existing employees involved in the existing service. This will minimize any impacts on the current workforce, provide for a smooth transition while offering the County the benefits of a professional, experienced transportation organization. This will further provide employees with new opportunities for advancement within our company.

We are prepared to provide new vehicles for the operation of the Children’s Court/Los Nietos Shuttle, but understand that County may elect to provide the vehicles for the shuttle. We have completed pricing for both options as directed by the County.

First Transit has over 51 years of experience in the public transit arena, including management, turn-key operations and consulting services. This unique experience is part of what distinguishes First Transit from our competitors. The other feature that makes us unique is our dedication to providing quality service to the riding public, while at the same time providing cost-effective solutions to our customers.

For further information concerning our proposal, please contact either of the following individuals:

January 31, 2007

Page 2

Rick Dunning
Senior Vice President
705 Central Avenue, Suite 300
Cincinnati, Ohio 45202
Phone: 513-684-8734
Fax: 513-684-8852
Email: Rick.Dunning
@firstgroupamerica.com

Jim Andrew
Director of Business Development
1239 Big Canyon Place
San Pedro, CA 90732
310-521-0265
310-521-0285
JAndrew1955@cs.com

We appreciate the opportunity to once again be considered to partner with the County in providing this important service to residents of East Los Angeles. I look forward to further discussing First Transit's expertise and qualifications further in the near future.

Sincerely,

Rick Dunning
Senior Vice President

The Los Angeles County Department of Public Works (the "County") is seeking a contractor to provide fixed route transportation services between the Edmund D. Edelman Children's Court, Sheriff's Headquarters, and the Cal State University, Los Angeles, Metrolink station – the Children's Court/Los Nietos Shuttle Service (the "Service"). Through the current procurement, the County is seeking an experienced contractor capable of exceeding the minimum requirements outlined in the RFP to provide administrative, operational, and maintenance services as well as provide a portion of the fleet for the provision of the Service.

The following proposal demonstrates First Transit's ability to provide the Service in the furtherance of the County's vision and strategic plan while exceeding the minimum stated standards.

Background

In order for the County to fully understand the capabilities of our company and the depth and range of resources available as well as to develop a level of trust that we will be accessible after the award, First Transit offers its rich history and background. By definition, First Transit, Inc. is a professional transportation management, operations, and consulting firm organized specifically to supply expertise to both public and private transportation systems. We have more than 12,500 employees who operate over 5,600 vehicles across the United States and Puerto Rico.

Through experience, First Transit has become a leader and innovator in transportation and has been for more than half a century if one includes its predecessor companies – Ryder/ATE, ATE Management & Service Company, and American Transportation Enterprises. The firm was founded in 1955 as American Transportation Enterprises. In 1969, the firm became ATE Management & Service Company, and services were expanded to include transportation management. ATE was acquired in 1986 by Ryder resulting in the formation of Ryder/ATE. In 1993, Ryder Student Transportation was combined with the firm to become Ryder Public Transportation Services. And, in 1999, the firm was acquired by FirstGroup, plc and became First Transit. Throughout our history, our customers, employees, and competitors have appreciated our stability and integrity as a public transportation manager and operator.

First Transit is a business unit of FirstGroup America, the U.S.-based North American Operating Unit of FirstGroup, plc (FirstGroup), a United Kingdom-based passenger transportation company. FirstGroup is the U.K.'s largest bus operator, with a fleet of more than 9,000 vehicles, and one of the U.K.'s leading train operators. With 40,000 employees worldwide, FirstGroup is listed on the London Stock Exchange and has annual revenues in excess of five billion dollars.

FirstGroup America 

FirstGroup America is an American company based in Cincinnati, Ohio, that is dedicated to the business of transporting people. It is a company that actively recognizes the achievements of its employees and encourages both loyalty and empowerment. We are a



company that decentralizes management authority to the lowest possible supervisory level to ensure responsive and accurate decision making with the best information gathered from all sources. We focus on the people we serve, through high quality customer service to our passengers to employee development meetings and our focus on safety and security. A summary of our corporate and contact information follows.

Corporate Summary

Organization:
(Corporation)

First Transit, Inc.
One Centennial Plaza
705 Central Avenue, Suite 300
Cincinnati, OH 45202-5755

Contacts:





Rick Dunning
Senior Vice President,
Business Development
Phone: (513) 684-8734
Fax: (513) 236-1594

Jim Andrew
Director, Business Development
California
Phone: (310) 521-0265
Fax: (310) 521-0285

First Transit has a singular purpose: to provide our customers with the safest, most efficient passenger transportation service possible. Throughout our 50 plus year history, First Transit has demonstrated the ability to design, implement, and manage transportation systems of all sizes and levels of complexity. One of our key practices is to combine transportation experience with the use of private enterprise techniques and resources. This combination has succeeded, as measured by both the success and productivity of our customer systems as well as our high contract renewal rate. Our dedication to our mission can be articulated as in the following message.

We are dedicated to our mission:

*To be **First**....*

-  *In the minds of our customers*
-  *In the perceptions of our employees*
-  *In the development of our marketplace*
-  *In support of the communities we serve*

Organization

First Transit serves the transportation industry through three unique service approaches: Transit Management, Transit Contracting, and Management Consulting. With these service approaches, First Transit has participated on assignments of all types, sizes and scopes throughout the United States.



Transit Contracting Services

First Transit's Transit Contracting Services provides the design, implementation and operation of flexible, cost-effective transportation systems throughout the United States. Transit Contracting provides a turnkey or tailored service approach that supplies all or most components of operations including equipment, vehicle maintenance, facilities, staffing, administration, and management.

First Transit's operational experience encompasses paratransit, dial-a-ride, fixed route, non-emergency Medicaid brokerage, commuter express, airport shuttle, and shared-ride taxi services. Transit Contracting services are often provided at a significant cost savings to our clients over in-house costs.

First Transit has several operating contracts throughout the Los Angeles basin with clients to include the Los Angeles County MTA, the Los Angeles Department of Transportation (LADOT), the City of Gardena, and the Palos Verdes Peninsula Transit Authority. In addition, we provide service in surrounding areas for the City of Pasadena and Foothill Transit.

Transit Management Services

First Transit's Transit Management Services provides resident teams to manage public transit systems and organizations throughout the United States. Our Transit Management customers range in size from small systems to systems operating nearly 400 vehicles. Our approach to excellence combined with our management teams' experience has yielded unmatched operating results and awards in the industry.

Management Consulting Services

First Transit's Management Consulting Services provides assistance to transit systems and government agencies with responsibility for public transportation. First Transit's consulting practice serves systems ranging from multi-modal operations serving major metropolitan areas such as New York, Los Angeles, and Chicago to small operations such as those serving Monroe, Louisiana, and Gaston County, North Carolina.

First Transit's Management Consulting professionals have successfully completed a wide variety of projects including the following.

- Comprehensive Operational Analyses
- Special Route Analyses
- System-wide Passenger Counts
- Running Time/On-Time Performance Analyses
- Start-up Assistance for New Systems
- Operating Budget Reviews and Development
- Paratransit Reviews
- Performance Audits
- Transit Board Training
- Fare Evaluations
- Maintenance Audits
- Scheduling and Runcutting
- Paratransit Scheduling
- User and Non-user Surveys



First Transit believes in an organization in which the Project Manager is accessible and knowledgeable of all activities within the system. This type of organization enhances communications, facilitates rapid and accurate decision making, and improves overall performance. Our Project Managers are empowered to make all day-to-day decisions for the contracted services.

First Transit offers a unique five-part management approach to monitor daily operations on a micro and macro level. Our methodology ultimately ensures quality control of the on-street operations and also provides the County with local control and accountability, maximum cost effectiveness, management continuity, minimum staff overhead costs, and professional management.

The five-part approach includes:

- A Project Manager serving the County's operation on site.
- A Region Vice President providing oversight of our Project Manager and ensuring customer satisfaction.
- A corporate customer support staff comprised of seasoned professionals, to provide start-up/transition assistance and ongoing assistance to enhance system efficiency and effectiveness.
- The power of a network of customers and staff to share information and experiences.
- Managerial training to support the resident management team.

Location Management

Ms. Tina Trisby is proposed as First Transit's Project Manager for the County's Services. Tina will have overall responsibility for the day-to-day operation of the services in accordance with the County's policies and procedures and will be dedicated to the Services.

County Standard

A minimum of three years' experience in providing the same or similar shuttle transportation service for a government agency(ies).

First Transit Standard

Project Manager candidate has seven years experience in the provision of fixed route services for Los Angeles DASH local service, which is substantially similar to the County's Services.

Tina has more than seven years of providing management support in public transit environments including First Transit's contracted services with the City of Los Angeles. Tina is well versed in local, state, and federal regulations concerning human safety, and training. She has direct experience in the administration of human resources programs including payroll and benefits administration.

Tina is a Los Angeles-based, current First Transit employee and is looking forward to the opportunity to lead our team in service the County in this project. Her resume follows.



TINA DENISE TRISBY
PROPOSED PROJECT MANAGER

RELEVANT EXPERIENCE

1999 to Present **First Transit, Inc. (formerly Ryder)** Los Angeles, California

***Lead Supervisor*, 2001 to Present**
City of Los Angeles – DASH Contracts

- Responsible for the overall supervision of the DASH fixed route contract managing 66 buses.
- Responsible for the input of the National Transit Database Surveys.
- Supervise operations staff including two dispatchers, 14 field supervisors, and 114 operators in the performance of duties in compliance with City, state, and federal regulations.
- Assist in the development of run cuts and operator assignments.
- Assist the management with daily tasks including administration of human resources programs.
- Served as client liaison and attend weekly and bi-weekly meetings as well as development and preparation of daily and monthly reports.
- Provide assistance in administration of collective bargaining agreements and related tasks.
- Along with the Safety Manager, investigate, document, and compile reports regarding customer complaints in compliance with contract.
- Administer employee discipline actions including recommendation of sanctions and performance of re-training when needed.
- Assist with monitoring all overtime on a daily basis.

***Dispatcher/Road Supervisor*, 1999 – 2001**
City of Los Angeles – DASH Contracts

- Responsible for scheduling drivers.
- Schedule and cover routes.
- Monitor radio traffic to ensure operators are on time.
- Monitor employee's attendance.
- Take customer complaints.
- Administer disciplinary action when needed.
- Ensure field supervision informed on breakdowns, traffic conditions, and accidents along routes.
- Setting up detours as needed to keep service moving under all weather conditions.
- Monitor and reduce all overtime without cutting service.



Bus Operator, 1999

Responsible for the safe, timely, courteous transportation of passengers.

EDUCATION

Los Angeles Trade Technical College, Los Angeles, California



In addition to Tina, First Transit will fully staff its operation for the Services in compliance with County requirements. Our staffing plan is further clarified in the proposal section titled, "Service Project Plan and Staffing Plan."

Region Vice President and Regional Staff

Tina will report directly to Don Swain, Region Vice President of Operations, who will also bear primary responsibility for the County's satisfaction with First Transit's performance. He will help Tina, build a close working relationship with the County; assess and interpret the Services' needs for technical support specialists; and serve as a key communicator of industry trends and best practices.

First Transit's West Region management team is comprised of an extremely diverse and well-qualified staff available for support in all areas of project operation including administration, accounting, insurance claims management, and human resources. A brief introduction to the members of our regional staff follows.

Don Swain, Vice President of Operations

Don is a 25-year transit veteran with extensive operation and management experience. As Region Vice President, Don has overall responsibility for customer satisfaction; makes periodic visits to the MTA; assists as needed with operations and management issues; and monitors the performance of the resident management team. Don has served as Region Vice President since 1997. His experience prior to this role includes the following.

- General Manager for Tri-MET in Oregon, where he managed a 70-bus paratransit operation.
- Director of Transportation for the American Red Cross in San Diego, California where he directed a 60 bus paratransit operation with seven operating contracts and two administrative contracts.
- Area Manager and Director of Safety, Training and Personnel in Anchorage, Alaska.
- Operator and Supervisor of Safety, Training and Personnel in Fairbanks, Alaska.

John Peña, Region Director of Maintenance

John provides oversight of regional maintenance functions, carefully monitoring maintenance standards, repair efficiencies, and maintenance training programs. John has over 30 years of maintenance experience with direct experience on Los Angeles County transit fleets.

Jim Renforth, Region Safety Manager

Jim's primary responsibility is the management and coordination of safety compliance for the region. In this respect, he conducts regular on site safety audits to ensure compliance with State of California and federal regulations and the First Transit Occupational Safety and Health Program. In addition, he coordinates the development of training programs and curriculum for our operating locations.



Customer Support Staff

First Transit provides customer support staff comprised of over 30 full-time First Transit employees who are transportation specialists skilled in problem solving, innovation, and performance audits. With expertise in virtually all transit areas, First Transit's technical services and field support staff can serve as a valuable resource for the County's Services.

First Transit's technical customer support staff will provide assistance to the management team on an ongoing basis. Our customer support staff is made up of First Transit employees who are trained in every aspect of transit operations and management. First Transit's customer support staff can provide assistance to customers in the following areas.

- Service Analysis and Design
- Operations Issues
- Marketing, Community Relations and Coalition Building
- Vehicle Maintenance
- Labor Relations
- Safety and Training
- Finance, Budgeting and Funding
- Human Resources
- Transit Technology
- Equipment and Vehicle Specifications

These seasoned professionals can support the management team with a base of experience as functionally deep as it is geographically broad, given their duties with other transit operations in the region.

National Network

First Transit's network is second to none. It is designed to offer our customers and managers industry insight, best practices, and specific operational solutions through our intranet, regular emails, monthly conference calls and annual meetings. Each new connection results in a new way to help our customers and improve our services.

Below, we highlight the organizational resources available to our Project Manager. Through the use of FirstGroup's First Bulletin network, First Transit Intranet and many other communication resources, the Project Manager and her staff may draw on the experiences of other managers and employees for information on any number of issues.

First Bulletin

First Bulletin is a quick, effective communications tool for all our managers. This is an interactive bulletin board that allows any of our managers to pose questions or ask for information on any topic. In addition, managers post items of interest that they have heard or received regarding industry news to alert their fellow FirstGroup managers. We have found it to be a great way



to foster communication and share best practices and cost saving information between all of our systems. Issues that have recently been posted and received replies include:

- Maintenance software procurement;
- Marketing plans;
- Fare collection methods;
- RFPs for bus shelters;
- Passenger information brochures and schedules;
- Customer Service/Passenger Relations training;
- Bus advertising companies; and
- Employee disciplinary procedures.

National Conferences and Events

FirstGroup makes an effort to meet with its employees on a less formal basis at national conferences. These meetings allow the managers to meet with other employees attending the conference and to network with their peers associated with all aspects of public transportation. In addition, employees are often asked to make presentations or take part in panel discussions at these conferences.

Intranet Training

FirstGroup uses our intranet site to educate managers on a number of human resources issues, policies and procedures, including equal employment opportunities, sexual harassment, etc. It also serves as a repository for all FirstGroup manuals, policies, procedures, forms, and other important communication pieces.

On-going Managerial Training

First Transit provides our management and supervisory staff with a great deal of training designed to hone their transit-related and non-transit related managerial skills. The training is available in a number of different formats and is geared toward both the brand new supervisor and the seasoned transit manager. The managerial training provided by First Transit includes the following.

First Transit University

FTU is a comprehensive performance-based training system for frontline supervisors. The purpose of FTU is to standardize how First Transit trains employees to be frontline supervisors. We will be providing supervisors at our Los Neitos Shuttle operating site the opportunity to benefit from attending FTU not only to enhance their customer relations skills but also learn the specifics of what transit supervisors need to know, what transit supervisors need to be able to do and to have an opportunity to share best practices with their peers.



The centerpiece of this training system is a three-day class held either at First Transit's corporate offices in Cincinnati, Ohio or at transit systems in different regions throughout the United States including our Los Angeles basin operations.

At FTU, location supervisors will learn the specifics of what transit supervisors need to know, learn the specifics of what transit supervisors need to be able to do and have an opportunity to share their locations' best practices.

A major emphasis is placed on not just meeting job expectations, but also on the importance of how to work as a team and the team's roles and responsibilities regarding safety, customer satisfaction, public perception, and overall quality assurance.

Annual Managers' Meeting

Once a year we bring our Project Managers, select Assistant Project Managers and Region Vice Presidents together for a conference that includes operational, technical and leadership training. The sessions generally focus on issues facing the transit community, including safety, passenger relations, customer satisfaction, labor relations, environmental compliance, preventive maintenance, ADA compliance, and other federal regulations. At our 2006 West Region managers' meeting, topics included personal injury prevention, accident reduction, safety program updates, and employee retention strategies. In addition, Fall 2006 training included an additional four hours on First Transit's updated Injury Prevention Program.

The annual meeting is a great opportunity for managers to take advantage of the information and experience that is available throughout our wide network of over 70 transit systems; a network that is unmatched by any other company. Another important goal of the meetings is to ensure that our managers are aware of all of the different types of support that is available to them and their transit systems through our corporate office and customer support staff.

Crisp Publications Performance Training

First Transit offers managers the opportunity to improve their managerial skills through a "distance learning" program that is coordinated through our corporate human resources staff. Crisp Publications offers performance training on topics such as: mentoring; quality customer service; successful strategic planning; coaching and counseling; effective recruiting; and the art of communication.

Once the manager chooses the training topics, First Transit's human resources staff generates lesson plans, course outlines and handouts and facilitates the manager's training through conference calls. This type of



distance learning allows the employee to learn at their own pace at times that are convenient for them and our customers.

Technical Training

First Transit managers and supervisors are also encouraged to take advantage of technical training opportunities. For maintenance employees, this includes on-site and off-site training offered through vendors and vehicle parts manufacturers such as wheelchair lifts, air conditioning systems, engines, and brake systems.

SkillSoft Performance Training

Another "distance" or "electronic learning" training option for First Transit managers allows them to take advantage of the convenience of the Internet and email. First Transit has teamed with SkillSoft to offer employees training on a variety of performance-related topics, including Team Building, Customer Relationship Management, Succeeding as a First Time Manager, Essential Skills for Tomorrow's Managers, and High Impact Business Writing. The employee takes the course at home or the office via the Internet; then participates in conference calls and emails facilitated by our human resources staff.

Organizational Chart

To further clarify the proposed reporting lines and structure of First Transit's proposed team, we present the following organizational chart.

First Transit, Inc. Children's Court/Los Nietos Shuttle Service

Michael Murray
President
First Transit, Inc.

Finance &
Accounting

Maintenance &
Operations

Safety

Human Resources &
Labor Relations

Information
Systems

Senior Vice President
West Region
& Region Staff

Project Manager
Los Nietos Shuttle

We are confident that we can provide the County with an unparalleled level of service while operating in a courteous and safe manner as expected by ridership.



Experience Providing Similar Services

Throughout First Transit's 52 year history, our organization has served communities through the provision of services substantially similar to the County's Service. We provide fixed route, ADA compliant paratransit, deviated fixed route, flex route, demand response, non-emergency Medicaid brokerage, commuter express, airport and corporate shuttle, and shared-ride taxi services.

County Standard

A minimum of three years' experience in providing the same or similar fixed route transportation service for a government agency(ies).

First Transit Standard

Fifty-two years experience in providing fixed route services including the administration, operation, and maintenance of buses.

Eleven years experience providing local, community transportation on behalf of Los Angeles County (MTA) including the current operation of South Region routes and 23 years experience in the State of California.

Additional local experience includes the operation of Palos Verdes Transit and the City of Gardena Dial-a-Ride

The following sections outline First Transit's range of expertise in the transportation industry and the services available to the County.

Operations

Safety and Operations Training

First Transit has qualified instructors for the following instruction:

- Commercial Drivers License Training;
- Drug Testing Programs;
- Emergency and Accident Handling Procedures;
- Passenger Relations;
- Passenger Assistance Training for Handicapped Passengers; and
- Smith System – Defensive Driving Course.

Safety Plans

- Approved safety plans, which include all facets of day-to-day operations.

Operations Plans

- Comprehensive operations plans, which address the procedures necessary for providing efficient and effective transportation.



Maintenance

Fleet Maintenance

- Customized maintenance and management programs designed to meet the needs of today's diverse and changing fleets.
- Computerized parts inventory program, which allows for the effective management of fleet parts.
- Maintenance instructors capable of training mechanics in the various components and specialties of modern fleets.

Administration

Grants Management

First Transit provides technical Federal and State grant administration including:

- FTA Section 5303 Planning Projects;
- FTA Section 5307 Operating and Capital Projects;
- FTA Section 5309 Capital Projects;
- FTA Section 5310 Capital Projects;
- FTA Section 5311 Operating and Capital Projects;
- FTA National Database System;
- State Capital and Operating Assistance; and
- Transportation Coordination Grants.

Computer Services

First Transit offers complete software selection assistance for various transit functions:

- Coordinated Transportation;
- Inventory (Parts);
- Passenger Tabulation;
- Route and Revenue Analysis; and
- Vehicle Maintenance.

Administrative Services

- Insurance and Claims
- Organizational Development
- Record Keeping

Centralized Accounting Services

- Accounts Payable
- Accounts Receivable
- Financial Reports



- General Ledger
- Inventory Control
- Payroll

Personnel/Labor Relations

First Transit has developed fair and equitable procedures for dealing with all employees. First Transit's personnel have dealt extensively and negotiated with the major transportation unions in the United States.

Marketing

Marketing services include:

- Marketing Plans; and
- Special Events/Promotions.

In addition, First Transit can provide assistance in purchasing graphic arts services including:

- Advertising;
- Promotional Materials; and
- Schedule Layout/Development.

Planning

First Transit provides planning services and studies in all aspects of transportation including:

- Communications;
- Garage and Facility Needs;
- Maintenance/Fleet Management;
- Operations/Route Analysis;
- Rural Transportation;
- Safety and Training;
- Specialized and Coordinated Transportation; and
- Vehicle Needs/Specifications.

First Transit's experience in working with our clients includes data collection, analysis and reporting; grants administration and application; and operating system development. We have implemented safety and training programs in compliance with applicable local, state/commonwealth and federal regulations and have successfully provided safe, efficient, and effective transportation services.

California Contracts

First Transit has provided contracted local bus services in the State of California since 1983 and is familiar with State of California laws and regulations governing the



provision of public transportation services. Our current California contracts include the following.

Customer/Service	Contract Initiated	Number of Vehicles	Types of Service Provided
East Bay Paratransit Consortium ADA Paratransit	2002	52	Paratransit
Foothill Transit/Arcadia Operations	2002	136	Fixed Route, Commuter Express
Foothill Transit/Pomona Operations	1997	170	Fixed Route, Commuter Express
Gardena (City of) Gardena Special Transit	1987	10	Paratransit
Golden Gate Regional Center	2004	22	Paratransit
Hearst Castle (San Simeon)/Shuttle	1989	18	Shuttle
Kern County/Kern County Transit	1994	56	Fixed Route, Paratransit, Commuter Express
Los Angeles (City of)/DASH – Community	1997	25	Fixed Route
Los Angeles (City of)/DASH – Downtown	1991	63	Fixed Route
Los Angeles County Metropolitan Transit Authority/South Region (restructuring of previous contracts initiated in 1995, 2001, and 2003)	2005	100	Fixed Route, Community Shuttle
Omnitrans (San Bernardino)/Access	2006	101	Paratransit
Palos Verdes Peninsula Transit Authority PV Transit	1983	23	Fixed Route
Pasadena (City of)/ARTS and DARTS	2001	41	Fixed Route, Paratransit
Regional Center of the East Bay	2001	60	Paratransit
San Luis Obispo (City of) San Luis Obispo Transit	2001	17	Fixed Route, Shuttle

Los Angeles County

Beyond our general California experience, we have first hand knowledge of the business and economic factors influencing the provision of well trained staff in the Los Angeles basin. We currently provide South Region local transit and community shuttle services to the LAC MTA from an operating facility at 14011 South Central Avenue – just south of the Service's route. The routes operated on behalf of the MTA include the following, which traverse the East Los Angeles area just south of the Services' route.

MTA Route	
Number	Route Description
125	El Segundo – Downey via Rosecrans Ave.
128	Compton – La Mirada via Alondra Blvd.
130	Artesia Blvd.

Fixed Route and Shuttle Services

In addition to the California customers referenced above, First Transit has established fixed route, local, and community shuttle operations across the United States and Puerto Rico. Further information on similar services follows.



Customer/Service	Contract Initiated	Number of Vehicles	Types of Service Provided
Alexandria Transit Company (Virginia)/DASH	1984	57	Fixed Route
Allegany County (New York) Allegany Transit	1999	10	Fixed Route, Paratransit, Non-Emergency Medicaid
Berkshire Regional Transit Authority (Massachusetts)/BRTA	2004	25	Fixed Route
Brownsville (Texas) Brownsville Urban System	1990	39	Fixed Route, Paratransit
Capital Metropolitan Transportation Authority (Austin, Texas) Capital Metro & UT Shuttle	2005	87	Fixed Route, University Shuttle
Carteret County (North Carolina) Carteret County Area Transportation System	2000	17	Fixed Route, Paratransit
Cary (North Carolina) Cary Transit System (C-Tran)	2002	10	Fixed Route, Paratransit
Central Arkansas Transit Authority Central Arkansas Transit (CAT), MAX Express, RiverRail	2002	78	Fixed Route, Paratransit, Electric Street Cars
Chemung County (New York) Chemung County Transit System	1988	37	Fixed Route, Paratransit, Non-Emergency Medicaid, Pupil
Chenango County (New York) Chenango County Public Transit	1996	25	Fixed Route, Paratransit, Non-Emergency Medicaid, Pupil
Clayton County (Georgia) Clayton County Transportation	2004	29	Fixed Route, Paratransit
Clermont County (Ohio) Clermont County Transportation Connection	2005	20	Fixed Route, Paratransit
Clinton County (New York) Clinton Area Rural Transit	1991	12	Fixed Route, Paratransit, Route Deviation
Corning (New York) Corning-Erwin Area Transit System	1996	7	Fixed Route, Shuttle
Cortland County (New York) Cortland Transit	1993	19	Fixed Route, Paratransit, Pupil
Davenport (Iowa)/CitiBus	2001	20	Fixed Route, Paratransit Administration
Decatur (Illinois) Decatur Public Transit System	1999	33	Fixed Route, Paratransit
Duluth Transit Authority (Minnesota) DTA and STRIDE	1970	79	Fixed Route, Paratransit
Fayetteville (North Carolina) Fayetteville Area System of Transit (FAST)	2005	41	Fixed Route, Paratransit
Friendship Heights (Maryland) Friendship Heights Community Shuttle	1990	2	Shuttle
Greater Lynchburg Transit Company (Virginia)/GLTC Transit	1974	29	Fixed Route, Paratransit
Greater Peoria Mass Transit District (Illinois)/CityLink and CityLift	1971	74	Fixed Route, Paratransit
Greater Roanoke Transit Company (Virginia)/Valley Metro	1974	51	Fixed Route, Paratransit
Hammond (Indiana) Hammond Transit System	1998	13	Fixed Route



Customer/Service	Contract Initiated	Number of Vehicles	Types of Service Provided
Hialeah (Florida) Hialeah Transit System	2002	10	Fixed Route
Hot Springs (Arkansas) Intracity Transit	2002	18	Fixed Route, Paratransit, Pupil
Houston Metropolitan Transit Authority (Texas)/METRO	1991	224	Fixed Route, Commuter Express
Jackson Transit Authority (Tennessee) JTA and The Lift	1987	28	Fixed Route, Paratransit
Lake Erie Transit Commission (Michigan)/Lake Erie Transit	1980	25	Fixed Route, Paratransit
Laredo (Texas)/El Metro	2003	74	Fixed Route, Paratransit
Low Country Regional Transportation Authority (South Carolina)/LRTA	2001	28	Fixed Route, Paratransit
Lowell Regional Transit Authority (Massachusetts)/Fixed Route	2004	46	Fixed Route
Madison County (New York) Madison Transit System	2005	11	Fixed Route, Non-Emergency Medicaid Coordination
Manchester Transit Authority (New Hampshire)	2002	110	Fixed Route, Paratransit, Pupil
Memphis Area Transit Authority (Tennessee)	1976	275	Fixed Route, Paratransit, Electric Street Cars
Merrimack Valley Regional Transit Authority (Massachusetts)	1983	73	Fixed Route, Paratransit
Mobile (Alabama)/Metro Transit	2001	81	Fixed Route, Paratransit
Monroe (Louisiana) Monroe Transit System	1977	24	Fixed Route, Paratransit
Montgomery (Alabama) Montgomery Area Transit System	2000	49	Fixed Route, Paratransit
Muncie (Indiana) Muncie Indiana Transit System	1981	47	Fixed Route, Paratransit
Nashua (New Hampshire) Nashua Transit System	1993	21	Fixed Route, Paratransit
Ontario County (New York) County Area Transit System	1996	40	Fixed Route, Paratransit, Non-Emergency Medicaid
Ozark Transit (Arkansas)	2001	33	Fixed Route, Paratransit
Pioneer Valley Transit Authority (Massachusetts)	2001	150	Fixed Route
Point Management, Inc. (Delray Beach, Florida) King's Point Recreation Area Shuttle	1992	24	Community Shuttle
Point Management, Inc. (Florida) Century Village Trolley	1991	9	Community Shuttle
Potomac & Rappahannock Transportation Commission OmniRide and OmniLink	2003	91	Fixed Route, Commuter Express
Puerto Rico Highway and Transportation Authority/MetroBus	1999	30	Fixed Route
Putnam County (New York) Putnam Area Transit	1993	38	Fixed Route, Paratransit, Pupil
Regional Transportation Commission of Washoe County (Nevada)	1978	63	Fixed Route
Regional Transportation District (Denver, Colorado)/RTD - Denver	2002	396	Fixed Route
Regional Transportation District (Longmont, Colorado)/RTD - Longmont	2002	145	Fixed Route



Customer/Service	Contract Initiated	Number of Vehicles	Types of Service Provided
Richland County (Ohio) Richland County Transit	1994	16	Fixed Route, Paratransit
River Valley Metro Mass Transit District (Kankakee, Illinois) River Valley Metro	1999	13	Fixed Route, Paratransit
Rocky Mount (North Carolina) Tar River Transit	2005	46	Fixed Route, Paratransit
Snohomish County Area Public Transportation (Washington) Community Transit	1997	118	Fixed Route, Commuter Express
South East Area Transit (Zanesville, Ohio)/Z-Bus	1986	32	Fixed Route, Paratransit, Shuttle
South East Area Transit District (Norwich, Connecticut)/SEAT	2002	28	Fixed Route
Southeastern Pennsylvania Transportation Authority Bucks County Paratransit	2006	12	Paratransit
Southeastern Pennsylvania Transportation Authority Montgomery County Paratransit	2004	31	Paratransit
Southern Teton Area Rapid Transit (Jackson, Wyoming)	2002	22	Fixed Route, Paratransit
Spartanburg (South Carolina) Spartanburg Transit	1992	11	Fixed Route
State of Connecticut, Department of Transportation/CTTransit	1979	392	Fixed Route, Commuter Express
Steuben County (New York) Steuben County Transit System	2000	2	Fixed Route, Deviated Fixed Route
Tioga County (New York) Tioga County Public Transit (T-Tran)	1992	26	Fixed Route, Paratransit, Pupil, Non-Emergency Medicaid
Transit Authority of Northern Kentucky TANK	1972	133	Fixed Route, Paratransit
Tyler (Texas)/Tyler Transit	1993	17	Fixed Route, Paratransit
ValleyRide (Idaho)/ValleyRide	2004	14	Fixed Route, Paratransit, Commuter Express
Washington Metropolitan Area Transit Authority (WMATA)/DC Circulator	2005	29	Community Shuttle
Wichita (Kansas)/Wichita Transit	1981	83	Fixed Route, Paratransit

First Transit has experience in the operational and regulatory requirements of a wide range of government entities including the FTA, OSHA, state, city, and county governments, and federal departments of transportation and labor. We believe the above information reflects our qualifications and experience over and above the minimum standards established by the County. Additional information on any of our contracts is available upon request.

Operational References

We present the following references as being indicative of the level of service we are able to provide the County.



Los Angeles County MTA

First Transit has provided administration, operations, and maintenance services to the MTA since 1985. In 2005, the MTA restructured its contracted services and after a competitive bid process, First Transit was awarded the contract to operate South Region services. We provide a highly qualified management team and operating/maintenance facility in addition to a full complement of professional drivers, dispatchers, road supervisors and maintenance technicians. MTA provides a fleet of vehicles to ensure peak service requirements of 77 revenue vehicles plus spares.

Contacts

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Los Angeles, California 90029
Phone: (213) 922-2806
Fax: (213) 922-6987
Email: maloneym@metro.net

Mr. Mike Greenwood, DEO, Operations
MTA
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Mail Stop 99-7-5
Los Angeles, California 90029
(213) 922-2806
(213) 922-2818
greenwoodm@metro.net

County of Kern

First Transit has provided the Kern Regional Transit services since 1994. This service includes the operation of 56 vehicles in the provision of fixed route, paratransit, and commuter express services.

Contact

Mr. Billy Roberts, Transportation Coordinator
County of Kern
2700 M Street, Suite 400
Bakersfield, California 93301
Phone: (661) 862-5009
Fax: (661) 862-8613
Email: RobersB@co.kern.ca.us

Palos Verdes Peninsula Transportation Authority

Since 1983, we have provided the PV Transit fixed route services on behalf of the Palos Verdes Peninsula Transportation Authority. First Transit operates and maintains 23 vehicles as well as provides administrative, management, and operations staff.

Contact

Mr. Martin Gombert, Administrator
Palos Verdes Peninsula Transportation Authority
P.O. Box 2656
Palos Verdes Peninsula, CA 90274
Phone: (310) 544-7108



City of Pasadena

Fixed route and paratransit services have been provided to the City since 2001 (since 2003 as First Transit). This service uses 39 vehicles for the provision of service. We provide the City with management, administration, supervisory and operations services.

Contact

Ms. Catherine Cole, Transit Manager
City of Pasadena
Department of Transportation
Transit Planning and Operations division
221 E. Walnut Street
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Again, additional information on any of our contracts is available upon request.



First Transit is excited about the opportunity to partner with the County as the operator of the Edmund D. Edelman Children's Court/Los Nietos Shuttle Services. With this proposal, we will demonstrate our understanding of the requirements outlined in your RFP as well as the needs of Services' riders. We also hope to convey our ability to provide the highest quality service for the greatest value to the County.

The County appropriately has established a vision for the provision of services including public transit. The Vision Statement reads as follows.

Our ***purpose*** is to improve the quality of life in Los Angeles County by providing responsive, efficient and high quality public services that promote self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

Our ***philosophy*** of teamwork and collaboration is anchored in our shared values:

- Responsiveness
- Integrity
- Professionalism
- Commitment
- Accountability
- A Can-Do Attitude
- Compassion
- Respect for Diversity

Our ***position*** as the premier organization for those working in the public interest is established by:

- A capability to undertake programs that have public value;
- An aspiration to be recognized through our achievements as the model for civic innovation; and
- A pledge to always work to earn the public trust.

This vision is also reflected in the County's Motto – ***“To enrich lives through effective and caring service.”***

In addition, the Department of Public Works mission is, ***“Enhancing our communities through responsive and effective public works services.”***

First Transit will adopt these values as our own in the operation of the Los Nietos Shuttle. As you will see demonstrated throughout this proposal, First Transit's Customer First philosophy incorporates the values reflected in your mission statement.

The success of the County's Services is dependant on the relationship between the customer and the contractor. First Transit will work together with the County's administrative staff and all interested parties to establish and maintain close interaction with your riders.

Through this procurement, the County has established the following contractor required functions:



- Provision of the day-to-day operations of a community fixed route service to provide transportation to all persons including those with disabilities that are mobility or developmentally impaired;
- Provision of all personnel required for service delivery;
- Provision of three contractor vehicles for service delivery;
- Provision of an operations and maintenance facility;
- Provision of support equipment to include computers, printers, fax machines, and telephones.

First Transit has an established presence and vested interest in the area as reflected in our Los Angeles basin operational contracts as well as additional locations across California. We have the personnel, business relationships, and knowledge to provide the necessary professional transportation services and professional support demanded by the Services' riders. First Transit will continue to develop and implement the quality of service expected while maintaining the cost control processes to achieve meaningful private/public partnerships. To facilitate the operational commitment of our proposal, First Transit will provide the following resources.

- Safety, human resources, training, and maintenance programs designed to provide an outstanding level of performance and reflecting our "can do" attitude toward the evolution of the Services.
- Experienced and professional staff including our local management, regional management team, and corporate customer support staff.
- Proven maintenance program and maintenance information system to ensure that our vehicle fleet is maintained in a safe, reliable and cost-effective manner.
- Staff attendance at committee meetings to provide information, answers questions, and provide feedback regarding the service.
- A continual improvement attitude and the willingness to learn and grow to ensure customer satisfaction.

We welcome the opportunity to discuss our goals and experience and to serve as the operator of the County's Services.

Providing an adequate network to support the efforts of drivers as they serve the public is essential. First Transit's continuing philosophy is to staff our supervisory ranks at a level that will allow for availability of professional supervisory personnel whenever and wherever they are needed.

Management activities ultimately support the service on the street and the drivers' efforts to provide that service to the standards expected by passengers. Management's challenge at all levels of our organization is to anticipate changing needs in order to maintain and improve system performance and perception. First Transit's operating philosophy requires that we not only manage the daily operational minutia that support street operations but also embrace the County's vision for first class services as your transit operator. First Transit will operate the Services as an ambassador on behalf of the County and in so doing strive to



embody the characteristic valued most by the County – provision of effective and caring customer service to the riders.

The following sections outline our operational methodologies and procedures in key areas. No written document describing a dynamic organization can completely represent the programs and methods used to provide service. This section is representative of the types of programs First Transit has developed and uses regularly.

Service Project Plan and Staffing Plan

First Transit's staff will serve as the first point of contact with passengers and, therefore, it is imperative that these individuals possess a true customer service attitude and commitment to high quality service.

Employees of a service organization, especially those with regular contact with passengers, can make or break the quality reputation of the service. It is important that First Transit employees providing the Services understand not only the County's vision and mission statements, but understand that they are valued as well. First Transit develops a quality reputation by offering uniformed employees trained in customer service who abide by standard operating procedures as enforced by supervisors and managers. As an organization, First Transit creates an environment that celebrates the importance of employee efforts and contributions.

Development of Staffing Levels

To ensure adequate available staffing, First Transit engages in the following.

- Documentation of employee turnover rates.
- Plan and conduct training classes for anticipated staff needs.
- Continued review of probationary employee development.
- Historical review of hours and over time projections for operators versus actual usage.
- Consistent management of "extra board" driver hours to achieve ability to adjust as required and needed.

Further, these extra board drivers will be qualified to operate routes without delay through the following means.

- On road training with road supervisors and substitute operators.
- Substitute operators riding with existing operators on daily routes.
- Use of stand by operators to review schedules with dispatch staff.

In the case of a missing operator, we are prepared to operate the run with another qualified driver. First Transit will provide one "extra board" driver to meet this need and ensure the Services are reliable and consistent.



By utilizing all of the above techniques and quantifiable processes, adherence to schedules and on time performance can be achieved while maintaining cost controls and professionalism in service delivery.

Recruitment Planning

Understanding the operational needs of the Services is the starting point in the development of a recruitment plan. Consideration is given to the following operational parameters.

- Service hours and ridership needs.
- Vacation requests of the existing workforce.
- Employee terminations, by week, month, quarter for training, probationary, and non-probationary staff.
- Personnel statistics including workers compensation claims and employee unavailability.
- Training cycle length.
- Past training class test scores.
- Overall morale.

First Transit will conduct “backward date planning” to determine specific staffing levels needed and when staff is required. Each of the above factors is included in the recruitment equation to ensure an adequate, trained, and professional operator base is available at all times.

Our assumption based on our recent and relevant experience is that we will be offering positions to the existing operators and many of the existing staff contingent upon their interest and qualifications. Certainly, we can expect some of the employees to be new to the service.

Some of the strategies used to recruit include advertising in local newspapers, a career fair for transit operators, as well as websites that focus on job opportunities the service area. Another valuable resource that First Transit provides is the ability to advertise internally at our other transit system operations, as well as those operating locations of our sister companies – First Vehicle Services and First Student.

First Transit will comply with all County, State of California, and federal requirements concerning the recruitment and employment of staff for the Services. As required by the RFP, we will employ a sufficient number of properly licensed and qualified personnel to operate the equipment and to provide the required service. We will be responsible for the recruitment, drug and alcohol testing, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the Services’ vehicle operators. Operators’ wages and work hours will be in accordance with federal, State of California, and local regulations as well as the County’s Living Wage requirements affecting such employment.



Our employees are our most valuable assets, and we will treat them with professionalism at all times, and expect the same from them.

The County has outlined numerous requirements for the screening and employment of personnel. First Transit will comply with all RFP requirements including the following.

- Conduct pre-employment California Department of Motor Vehicles (DMV) checks of all operators and mechanical personnel for this Service.
- Reject any applicant who failed to appear in court for "Driving Under the Influence."
- Perform background checks on all applicants for vehicle operator and reject any applicant who has been convicted of any felony charge that would affect the applicant's ability to perform as a vehicle operator in this Service.
- Enroll operators and mechanical staff in the DMV Pull Notice Program and check DMV records at least every six months and as additional updates are received for accidents, vehicle code violations, and valid driver's licenses of its employees whose job requires them to operate vehicles for this Service.
- Every three months, prepare a list of current drivers and mechanics enrolled in the Pull Notice Program.
- Any operator exceeding the DMV point system, or with a revoked or suspended license, shall not be allowed to operate a Service vehicle.
- Notify the County within five working days of the results of DMV checks and indicate any corrective actions taken.
- All vehicle operators shall work on a schedule that ensures a consistent and overall high quality of Service.
- Vehicle operators shall possess a valid California Class B (with appropriate endorsements) driver's license, a valid Medical Examination Certificate, ADA training, nondiscrimination training as well as any other required licenses or endorsements required by Federal, State, and local regulations.
- A vehicle operator who does not have a valid license, a valid and/or current medical examination, endorsements, or required training, shall not be permitted to operate a Service vehicle.
- Each Vehicle Operator shall carry current Certification of Cardiopulmonary Resuscitation (CPR) and First Aid Training at all times during vehicle operations.

First Transit will provide the County with copies of employees' valid State of California DMV Class B (with appropriate endorsements) drivers' licenses and copies of valid DMV Medical Examination Certificates as well as any other required licenses or endorsements required by federal, State, and local regulations before the start of the proposed contract.

First Transit's employees are our most valuable resource and primary investment. We have reviewed the County's RFP, investigated the service area, observed the current operation, and reviewed our current Los Angeles basin operations as well as other operations in the State of California. The following are our recommendations for the personnel practices of the County's Los Nietos Shuttle operations. The following sections on personnel reflect



First Transit's most effective human resources programs and are indicative of those implemented in our operations. Each of these programs will be tailored to the needs of the Services during service implementation.

Staffing Philosophy

In most situations, the system's drivers are the only representatives of the transit operation a rider will meet face to face. It is therefore imperative that the first – and continuing – impression made by the driver be positive. We will rely on our employees' skills, judgment, dedication, sensibility, interaction and attitude to ensure a successful operation. Our goal is to not only ensure that we have an adequate number of employees, we also strive to attract the most qualified employees.

To attract the most qualified drivers, dispatchers, supervisor, and maintenance support staff, we provide a work environment that recognizes the dignity and contributions of the individual and that focuses on our mission of providing safe and reliable service to passengers. We succeed at our locations by following some very basic principles, which we also apply to hiring for the County's Services as follows.

- Empower our employees as professionals by providing a climate of trust, respect, integrity and honesty.
- Ensure a safe working environment through the development of safety programs, driver training, and well-maintained equipment and facilities.
- Encourage two-way communication among staff and management.
- Communicate the standards of the job and the requirements of our customers.
- Recognize the need for employees to maintain a balance of work, family, community, and personal activities.
- Provide all employees with the training and skills to perform their job to the best of their abilities.
- Provide all employees with a fair and competitive compensation plan.
- Provide employees with career growth opportunities either by promotion from within or by offering relocation opportunities to other California or national transit systems.

Our goal is to encourage stability and excellence in our work force, including drivers, supervisors, dispatch, and maintenance staff. We also need to establish rapport and trust between our staff and our customers. Detailed below are some key activities and policies First Transit conducts to ensure we maintain an adequate supply of qualified employees to operate the demand response services in a safe and reliable manner.

Employee Screening – All Positions

Having successfully worked with more than 100 clients in recent years, First Transit offers considerable experience in all key human resources areas, including:

- Personnel recruitment;



- Employment screening and relations;
- Hiring processes and procedures;
- Training for all employees;
- Developing opportunities for advancement and growth;
- Wage and benefits administration;
- Progressive discipline program; and
- Supervision and management.

Equally important to attracting a qualified pool of applicants is making the right hiring decision. First Transit relies on a screening process that includes well-defined descriptions of job duties, acceptable hiring standards, selection criteria that identify the best, and a strict adherence to the process which makes it all work.

Our screening process starts with the basic hiring standards:

- An accurate and valid application.
- Minimum of five years of driving experience.
- Satisfactory employment history for the past three years.
- Minimum 21 years of age.
- Possess all valid licenses necessary for operation of this service. Drivers must live in the state from which they have their license.
- Pass a U.S. Department of Transportation physical examination.
- Pass an FTA compliant drug/alcohol screen.
- Pass medical examination by a licensed physician.
- Proven ability in the area of customer service.
- Knowledge of the service area and demonstrated ability to find addresses through the use of printed maps.
- Ability to speak, write and understand English and possess the capability to perform simple mathematic functions.
- Proof of U.S. citizenship or legal alien status.

In addition, as discussed above, First Transit will comply with County hiring standards as outlined in the RFP.

Compliance with State and Federal Employment Laws

First Transit will comply with State of California and federal employment laws including, but not limited to the following:

- Federal Rights Act of 1964;
- Americans with Disabilities Act of 1990; and
- Federal Immigration and Nationality Act as amended.



Interviewing

First Transit has adopted an interview process that requires a minimum of two interviews. By establishing two interviews, it is possible to gain two fresh perspectives on an individual. Situational questions, a review of the applicant's record, attained certifications, neat and professional appearance, motivation and desire for the position, and good communication skills are the primary thrust of this formal interview process.

During our initial interview, we check the accuracy and completeness of the candidates' applications, ask a number of situational questions further revealing their qualifications for the position, explain the benefits program and answer any preliminary questions that the applicant may have.

Upon successful completion of a two-step interview process, successful candidates begin their training period followed by a 90-day probation period.

Background Check

First Transit requires that each potential driver successfully pass the following nationwide background checks before hiring; these qualifications must also be maintained while employed with First Transit.

- A motor vehicle record exhibiting no more than one moving violation in the past 24 months and no more than one suspension.
- No felony convictions.
- No record of drug or alcohol offenses.
- Criminal check with no misdemeanor criminal record for the past seven years.
- No record of DUI or DWI.
- Not subject to outstanding warrants for arrest.

Drivers not meeting the above standards as well as County standards will not be allowed to operate a vehicle in revenue service.

Physical Examinations

After completing the screening and interviewing processes, the applicant is sent to a selected clinic for physical examination in compliance with County and State of California DMV requirements. Because the physical demands of a vehicle driver and mechanic are often strenuous, we discuss our requirements with doctors from the chosen clinic and review the physical demands of the jobs. Drivers will not be hired unless all specific service requirements are met.

Drug and Alcohol Testing

First Transit supports a policy of a drug-free workforce in a drug-free workplace. First Transit has instituted a program of drug abuse education for employees, testing requirements for all employees and applicants for employment, and resources for employee assistance and rehabilitation.



First Transit recognizes that its employee' use of illegal drugs and misuse of alcohol would present a significant risk to public safety, as well as the employees' health and well-being. In view of this, First Transit has adopted a drug and alcohol policy designed to:

- Create a work environment free from the adverse effects of drug abuse and alcohol misuse;
- Deter and detect employees' use of illegal drugs and misuse of alcohol;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and
- Encourage employees to seek professional assistance any time personal problems, including drug or alcohol dependency, may adversely affect their ability to safely perform their assigned duties.

First Transit supports all federal, state, and local legislation covering the use of drugs, including improper use of prescription drugs and non-prescription medications, and the misuse of alcohol in the workplace.

The policies and procedures included in First Transit's Drug and Alcohol Policy Employee Handbook conform to the current drug and alcohol testing regulations, including recordkeeping and reporting requirements of the U.S. Department of Transportation (49 CFR Part 40), DOT 49 CFR Part 29 (Drug-Free Workplace Act of 1988), and Federal Transit Administration (FTA 49 CFR 655) drug and alcohol testing regulations, as amended. First Transit will maintain all records and submit all reports as required by the County.

Staffing Chart

The following are our recommendations for the staffing of the Children's Court/Los Nietos Shuttle operation. Should hours of service or revenue hour levels be significantly different than those estimated in the RFP, changes to staffing would be made as appropriate after negotiations with the County.

Position	# of Staff	Primary Responsibilities
Project Manager	1	Oversight of all contract activities; liaison with County - attending required meetings and serving on committees upon request; reporting of key performance factors; budgetary analysis; quality control activities; participate in employee screening and hiring programs; member of transition team. Direct oversight of dispatch/road supervisors, and driving staff; perform human resources functions including hiring, interviewing, and evaluation of staff; complete operational reports; administer drug and alcohol program; coordinate and administer training programs; coordinate safety programs; respond to and investigate incidents, accidents, and employee injury claims; and chair safety committee.



Position	# of Staff	Primary Responsibilities
Road Supervisor	1*	Perform operation monitoring activities in compliance with RFP including vehicle dispatch, driver appearance standards, on-board observations, unobserved monitoring, passenger surveys and interviews; assist in behind-the-wheel training and new hire monitoring; respond to incidents and accidents; schedule drivers; distribute trip manifests; process pre-trip/post-trip vehicle inspection reports; monitor communications.
Driver	3	Act as primary passenger relations contact; perform runs as scheduled; assist passengers door-to-door as needed with mobility device securement and loading of packages; and complete pre-trip/post-trip vehicle inspections.
Maintenance Technician	1*	Schedules preventive maintenance; performs preventive maintenance and general repair functions, vehicle diagnostics, maintain vehicle history records, complete work orders; and enter information into maintenance software program, oversight of externally performed maintenance including warranty work, body work, and major rebuilds.

* A road supervisor and maintenance technician will be provided at 50 percent of FTE

Employee Compensation

To minimize employee turnover and encourage an atmosphere of teamwork, First Transit is proposing competitive compensation levels for its employees. Continuity will be established by offering all qualified current non-management employees equivalent positions.

First Transit manages and operates contracts at over 120 transit systems throughout the United States and in Canada. It is our experience that stabilizing the workforce and retention of key staff can be achieved through the following simple but effective methods:

- Competitive wages and benefits;
- Performance incentives based on attendance and safety performance;
- Clearly defined work rules;
- Consistent, fair treatment of all employees; and
- An open-door policy upheld by management, supervisory and corporate staff.

By utilizing these methods, First Transit anticipates the minimization of workforce turnover and improvement of employee morale. In addition, our managers benefit from the rich information shared by simply allowing employees to converse freely in a non-confrontational environment.



Our comprehensive benefit package will be provided to all full time staff members. Our benefit package reflects full compliance with the provisions of the Family Medical Leave Act, Workers Compensation requirements, and other statutory requirements for leave and benefits. We will comply with all Living Wage Law requirements.

Current staff hired by First Transit will be eligible for medical insurance without lapse in coverage. New employees are eligible after passing a 90 day probation period. First Transit's health plans include coverage of the following.

- Physician Office Visits
- Major Medical
- Wellness Benefits (certain cancer screening, annual physicals, well baby care)
- Voluntary Disease Management Program (e.g., asthma, diabetes, congestive heart failure)
- Vision Discount Plan
- Prescription Drug Benefit
- Employee Assistance Program
- Vision Care Program
- Dental Coverage

Some of the above coverages require fulfillment of an annual deductible and/or employee co-pays. Level of coverage may be dependent upon use of network member health care professionals.

Additionally, our benefit program includes: short term disability; long term disability; and accidental death and dismemberment insurance. A Flexible Spending Account Plan is also available for employees who wish to curtail the effect of taxes on known medical and daycare expenses.

Employee Manual

First Transit will perform all scheduled services subject to the County's operating standards for service performance, including but not limited to policies governing general service delivery to include missed trips and lateness.

First Transit drivers are required to exhibit proper professional behavior at all times when operating the Service. Major emphasis is placed on safety and customer service aspects along with training for a complete understanding of the schedule adherence and the dependability of the service, which the ridership depends on.

Standard operating procedures are spelled out in the Employee Manual, which has been specifically tailored to the policies and procedures in place at some of our other Los Angeles operations. Sections of the manual include:

- Introduction
- Welcome Aboard



- Equal Opportunity/Affirmative Action
- General Rules and Procedures
- First Transit Employee Principles
- Job Descriptions
- Personal Safety
- General Working and Wage Provisions
- Employee Understanding
- General Rules And Conduct
- Driving Records And Criminal Records
- Code Of Conduct
- Appearance
- Uniforms
- Americans With Disabilities Act
- Performance Code and Discipline Schedule

Each employee of First Transit's operation will receive an employee manual during orientation and training. Training sessions will address both First Transit and County policies as outlined in the manual.

Uniforms

Vehicle operators shall be in a uniform acceptable to the County. While performing their duties on the route, vehicle operators will maintain a clean and neat appearance and shall be in a uniform that displays the operator's name. Uniforms will include both shirt/blouse and slacks. Drivers shall wear name tags clearly displaying their names while performing their duties.

First Transit proposes a uniform consisting of blue pants, white or light colored polo shirts, and dark colored shoes.

Training Programs

First Transit employs a variety of training techniques to maintain the interest of the student. Videos, instructional training, behind-the-wheel training, and role-playing are techniques used. First Transit training instructors present the majority of the training modules. We also partner with persons with disabilities or local organizations who represent persons with disabilities to present some modules, including Disability Awareness.

First Transit will provide its employees an orientation to services to include the completion of trip reports, the operation of communications equipment, customer service techniques, fare policy, defensive driving, proper hygiene, and understanding County policies and procedures. We will tailor our program based on the County's requirements as outlined in the RFP and will mirror the County's standards, vision and mission statements. Training programs shall be conducted by a "certified" instructor and meet all federal and California requirements and standards. Training will comply with RFP requirements including the following.



- Proper operation of the vehicle to be used in Service including defensive driving and vehicle handling.
- Proper operation of destination signs, lifts and ramps, communication equipment, and other equipment to be used on vehicles.
- DMV regulations and company policies.
- Service routes, schedules, fare structure, and transit services in the vicinity.
- Accident and emergency procedures and reports.
- Public courtesy and empathy towards the needs of elderly and persons with disabilities.
- American Red Cross or County-approved equivalent training for CPR and First Aid.
- Regular and ongoing formal safety instruction for all operating personnel assigned to perform any activities under this Scope of Work. Operators shall be required to attend scheduled safety meetings at least four times per year.

All employees will receive training with significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer service.

The following reflect First Transit training programs currently in use. These are presented as a sample of the type of training programs we offer at other locations.

New Employee Training

Within the first 90 days of start-up, First Transit will conduct an assessment of all existing employees to determine their level of experience and capability to meet the service levels required. First Transit will utilize the results of the assessment to develop and implement the required training to bring all employees up to an acceptable level of performance. It is anticipated that transitioning drivers will receive approximately 12 hours of training to include refreshers on customer service and defensive driving as well as modules on First Transit operations and safety policies.

The training for new drivers includes First Transit's comprehensive training program. It is important to note that each class will receive training based on the individual needs of the class members. On average, a new operator who does not currently provide the Services will receive 80 hours of training. This includes training in vehicle maneuvering, passenger assistance techniques, regulatory issues, blood borne pathogens, hazardous materials, and ADA requirements. The following minimum classroom and behind-the-wheel (BTW) instruction will be provided.

Training Mode	Level of Training
Classroom instruction – policies, procedures, defensive driving, vehicle code, vehicle operation and inspection, communications procedures, schedules, fare media, emergency procedures, laws and regulations, report writing, passenger assistance and sensitivity	32 hours
Behind-the-Wheel – out of service	32 hours one-on-one and skills observation
Supervised in service cadetting – according to student's needs.	16 hours



Class times are scheduled at hours consistent with service schedules to evaluate an employee's ability to start early and remain late. Students late for class more than once are terminated from the program as this is an indication of future reliability. Modules will include emergency preparedness and evacuation procedures; defensive driving; review of fare structure; passenger relations; and geographic familiarization. Many of the modules will be based on the U.S. Department of Transportation, Transportation Safety Institutes' driver training program. In addition, First Transit uses other respected programs including the Smith System of Defensive Driving. The modules listed below are samples only and may change as needed.

Sample Driver/Road Supervisor/Dispatcher Training Modules

Module	Objective	Resources	Tests	Comments
Orientation	Introduce drivers to First Transit and the County's Services.	Handouts, videos	None	Goals and objectives of training course are reviewed; required paperwork is completed; training manual distributed; introduction to First Transit's safety philosophy; review of ADA.
Vehicle Familiarity	To become familiar with features of the revenue vehicles	Pre-trip inspection form, handouts, driver manual	Skills assessment by trainer	Drivers become familiar with features of the vehicles; learn to use pre-trip/post-trip inspection forms how to properly perform a thorough inspection; reviews vehicle safety features; training in safe use of lift; air brakes; mirror adjustments; railroad crossing procedures.
Vehicle Maneuvering	To become familiar with maneuvering vehicles through obstacles and road situations that simulate the service area	Handouts	Skills assessment by trainer	Behind-the-wheel; begins in a confined area; then onto public streets; perform pre- and post-trip inspections, communications protocol; simulated boarding/de-boarding riders, passenger stops; learn fare media, report preparation.
Customer Relations/Conflict Resolution	Learn proper customer relations and conflict resolution techniques	Video, handouts	Skills assessment by trainer	Drivers learn how and why to be positive and make customers feel welcome; establish appropriate, professional boundaries with customers; ADA concerns; avoid and curtail emotional escalation.
Service Area Familiarization	To become familiar with safely maneuvering the vehicles throughout the service area	Paddles, trip sheets	Skills assessment by trainer	Behind-the-wheel; discussion of known difficult conditions such as HOV lanes, high accident intersections, tight turns, vehicle merging, night driving, and poor road surfaces.

Module	Objective	Resources	Tests	Comments
Passenger Manifest understanding and completion	To ensure operators are familiar with the paper manifests and collect important mileage, fare and variance data	Handouts, Trainer	None – observation after training	Introduce operators to the paper manifest and discuss procedures for cancellations, will-call operations, same-day pick-ups, short fares, mile and hour collections and importance of data collection
Disability Awareness and Communication	To learn ADA requirements and transportation needs of people with disabilities	Handouts, guest lecturers	None	Reviews the concerns, needs and challenges of persons with mental disabilities, persons who are developmentally disabled, visually impaired, have cerebral palsy, epilepsy, spinal cord injuries, HIV, etc.
Passenger Assistance Techniques	Learn proper passenger assistance techniques	Video, handouts	Skills assessment by trainer	Utilize different role-playing exercises to demonstrate proper rider assistance techniques; wheelchair loading, unloading and securement.
Defensive Driving	Learn principals of defensive driving	Video, handouts	Written	Uses scenarios from past vehicle accidents; uses Smith System interactive video.
First Transit Operating Rules & Procedures	Understand Company rules & procedures	Handouts	Read/complete manifests	Reviews all operations & emergency procedures including communication use and protocol, accidents, customer emergencies, and service disruption procedures. In this module all trainees are required to obtain and sign for a copy of a policy and procedures manual.
Substance Abuse Prevention	Learn First Transit's zero tolerance policy	Video, handouts	Written	Review zero tolerance policy for controlled substance use; review the harm that may come to individuals that have a substance abuse problem.
Blood Borne Pathogens	Learn First Transit's policies for dealing with pathogens	Handouts Video	Written	Training is administered in compliance with OSHA's Occupational Exposure to Blood Borne Pathogens: Final Rule.
Hazard Communication	Learn proper techniques for dealing with hazardous materials	Handout Video	Written	Training is administered in compliance with OSHA standards and addresses First Transit policies as well as Right to Know issues.

The majority of the initial training will be conducted by our supervisory staff with senior drivers assisting with the behind the wheel cadetting. Additional assistance may be provided by Los Angeles Basin area staff and our region and corporate support personnel.



Final Examination

All drivers are given a final examination to demonstrate their ability to handle a vehicle in a safe manner. The test is both written and includes a road test. Passage of this test is mandatory for certification as a First Transit driver for the Service. Each driver is evaluated by supervisory staff at least once every six months including in-service evaluation.

Sensitivity/Customer Service Training

This course includes an overview of the requirements of the ADA as it applies to public transportation including vehicle operation and maintenance. Training includes handouts, role-playing exercises, guest lecturers and video presentations. Modules include:

- Disability simulations through extensive role playing;
- An overview of the implications of public transportation utilization for those with visual disabilities, hearing disabilities, mobility disabilities, and those without obvious disabilities;
- Assistance tips for passengers with disabilities; and
- Service animals.

This course is used extensively in our training sessions – not only initial driver training, but modules are used in supervisory and administrative staff training, refresher training sessions, and remedial training in response to identified service issues. The successful completion of this program is mandatory for all vehicle operators as well as for management, road supervisors, and dispatch personnel. Initial training of eight hours is provided during initial training sessions with eight hours of annual refresher.

All First Transit personnel coming in contact – either in person or by phone – with ridership will receive this sensitivity training. This training will be supplemented during initial and ongoing training sessions by presentations by local disability advocacy and training organizations. It is hoped that staff from local disability support organizations will participate in these sessions.

Supplementary Training

Each of us has different abilities and aptitudes that make “canned” program instruction timetables unrealistic. Students who have difficulty with material or need additional practice are given the opportunity to continue and get the tools they need in order to succeed. We have learned that a little patience often reaps great rewards.

Refresher Training

Time produces a self-assured demeanor that often leads to relaxed attention to good defensive driving habits and, sometimes, customer indifference toward customers. If a driver approaches this point, it is important to provide refresher training to recapture the professionalism and attentiveness that a new recruit discovers and an experienced driver should never lose.



The refresher training program is designed to address the particular weaknesses of the individual and, hence, may not be the same for all. Each driver is evaluated by a supervisor as well as evaluated through regular on-board ride checks to measure performance. On-board evaluations are followed by personal driver reviews, where programs for improvement and further skills development are mutually agreed upon between driver and the training supervisor. Each driver receives at least eight hours of refresher training annually. Refresher training is also conducted on an as-needed basis for drivers who have safety, accident prevention and/or passenger relations issues.

Performance Enhancement Training

In addition to the refresher training program, it may be necessary, periodically, to focus on particular problem areas affecting the entire organization. To address these issues, First Transit has initiated performance enhancement training programs such as the following.

- Make the "Intersection Connection," a program developed by our corporate safety department to focus on eliminating incidents that commonly occur at intersections, such as pedestrian incidents.
- Customer training programs designed to focus on meeting customers' needs.
- County and Service informational topics and upcoming special events.
- Periodic meetings in which a variety of topics and subjects are discussed, such as health tips, route and customer problems, employee commendations, collisions, incidents and injuries.
- Sensitivity or diversity training that exemplifies how First Transit embraces and values these differences as such relates to the workplace and marketplace.

Dispatcher/Supervisor Training

Dispatchers/supervisors are key customer service personnel and will, therefore be required to participate in driver training programs that will assist in their duties including service area familiarization, passenger assistance, and customer relation courses.

First Transit requires that dispatchers assigned to the Services have a good knowledge of the service area. They shall possess effective communication skills in dealing with the general public. Dispatchers shall also receive sensitivity, safety, operations policy, personnel policy, customer policy, basic first aid, and drug and alcohol training as outlined above for drivers as well as reasonable suspicion training. First Transit will comply with all RFP requirements pertaining to our dispatch and supervisory operation.

Dispatcher/supervisor formal training is supplemented with our mentoring program. This is accomplished through teaming with senior staff both on site in the dispatch center and on road for a period of two weeks. Trainees are accompanied by senior staff in the performance of their duties to receive training and feedback on their skills.



On-the-Job Mentor Training

Once the employee has successfully completed the new employee orientation and technical training programs, he/she will be assigned to work alongside one of our designated mentor employees. Our mentor employees are selected based on their exceptional performance and demonstrated understanding of their particular job functions. The designated mentor will follow a trainer checklist to ensure that all on-the-job training is delivered in a consistent manner.

Staff Cross Training

First Transit learned long ago that successful management of a transit facility and demand response reservation/scheduling center requires flexibility. The Project Manager must have the ability to adjust staff positions to adapt to day-to-day circumstances. That is why all of the dispatch and supervisory staff are cross-trained in other positions. And all are trained as customer service representatives. This prepares us in advance to meet the needs of each department through sickness, vacations, peak times as well as disaster.

First Transit understands the importance of a respected, well trained operations team and will work to exceed the County's expectations for its transit system.

Manager Training

First Transit has developed extensive resources to assist our project managers in the performance of their duties including on-going training. Our manager training programs are more fully described in the "Experience" section above.

Maintenance Training

First Transit will staff its maintenance department as required by the County's RFP – it is our intent to provide a full time maintenance foreman who will be responsible for all aspects of vehicle maintenance and will provide oversight of the vehicle cleaning and fueling functions.

As required by the County, our maintenance foreman will have at least five years' experience in maintaining similar fleets of transit vehicle with at least two years' experience supervising maintenance activities on a similar fleet. Within 12 months of the date of hire or the start of the contract, whichever is later, the maintenance foreman will obtain National Institute for Automotive Service Excellence (ASE) Certification in Medium/Heavy Truck Series or School Bus Services Master technician and will maintain his/her ASE certification throughout the term of this Contract. We will also comply with the following County requirements for maintenance staff.

- Maintenance technicians shall have thorough knowledge of:
 - Vehicle engines, automatic transmissions, and related mechanical devices.



- Methods and procedures used in servicing and maintaining mechanical equipment.
 - Vehicle chassis and bodies.
 - Tools, precision instruments, equipment, and procedures used in testing and the general repair and maintenance of vehicle equipment.
 - Decimals, fractions, and specific math related to vehicle mechanics.
 - The ability to read and diagnosis electrical schematics, pneumatics, hydraulics circuits, and heating and air conditioning systems used in these vehicles.
 - Specialized areas, such as painting, upholstery, brake relining, heating and air conditioning, and maintenance of wheelchair lifts and ramps.
 - Vehicle electronics.
- Maintenance technicians shall be able to:
 - Inspect and repair vehicle engines, transmissions, and other parts.
 - Diagnose vehicle engines, transmissions, electrical systems, and heating and air conditioning problems.

It is a First Transit Corporate policy that each maintenance employee receives training every year. We offer our employees many opportunities to advance their career through knowledge. The Region Maintenance Manager will monitor the progress of the staff and provide training supplements in the form of additional training materials or face-to-face training as needed. The following list reflects training available through First Transit staff.

Course Title	Classroom Hours	OJT Hours	Total
Preventive Maintenance I	2	3	5
Preventive Maintenance II	2	3	5
Foundation Brakes	2	2	4
Steering and Alignment	1	1	2
Suspension	1	1	2
Basic Electrical	3	1	4
Charging Systems	2	1	3
Electrical Trouble Shooting	2	1	3
Engine Diagnostics	1	1	2
Drive Line and Power Trains	1	1	2
Air Conditioning and Heating	2	3	5
Vehicle Hydraulic Systems	1	2	3
Total Hours	20	20	40



Description of Maintenance Courses

Course Title	Course Content
Preventive Maintenance I	Preventive maintenance techniques used during the undercarriage inspection.
Preventive Maintenance II	Preventive maintenance techniques used during the not covered by the undercarriage inspection. These additional areas include the engine compartment, drivers and passenger areas.
Foundation Brakes	Diagnosing and repairing straight air and hydraulic brake systems.
Steering and Alignment	Diagnosing and repairing steering and alignment issues associated with bus and medium duty truck chassis.
Suspension	Diagnosing and repairing steering and alignment issues associated with air ride, leaf and sway bar suspension types.
Basic Electrical	Electrical properties including Ohms Law, electrical symbols, and the use of test equipment.
Electrical Troubleshooting	Diagnosing and repair of charging, starting, looms and harnesses.
Engine Diagnostics	Provides the technician with an instructional overview of engines and their components combined with practical applications.
Drive Line and Power Trains	Light/heavy duty driveline and power train diagnosis and organizational repair.
Air-Condition and Heating	Light/heavy air-condition including services, diagnosis and repair. This course will also address related environmental issues associated with gas recovery.
Vehicle Hydraulic Systems	Different hydraulic and mechanical systems associated with wheel chair lifts and ramps. This course will include practical applications of diagnosis and repair.

Distance Learning

First Transit has developed an innovative training tool to deliver unprecedented levels of training our technicians. We upload PowerPoint presentations into a web based presentation tool called Webex. We then have the technician call into an 800 number and our staff instructor will walk a group of technicians through the presentation.

We offer three one-hour classes per week. Examples of the classes are: basic electrical; battery maintenance; Wabco antilock troubleshooting; cooling system maintenance; and air systems. We have over 40 classes and are developing new classes constantly.

Every class is followed up with a comprehension test. A technician can repeat the class if they do not pass. Because we do not have to re-schedule a live trainer back into the location, follow-up training is easy to accomplish.



Dispatch and Supervision

First Transit has developed standard operating procedures for virtually every aspect of transit operations and administration. First Transit is prepared to detail, define and interact with the County to ensure a complete transition from the existing contractor in the most professional manner possible. During the start-up period, the management team, with assistance from our technical support staff, will customize these procedures to meet the unique requirements of the Service. These procedures include the following.

- Operating Policies and Procedures
- System Safety Policy
- Drug and Alcohol Policy

By developing formal written procedures, employees have clearly defined guidelines for behavior and job performance, which establishes clear expectations upon which to base evaluations.

The County's RFP establishes certain standards for on time performance and trip efficiency for the Service including:

- A minimum of one road supervisor dedicated to the Service who shall be reachable at all times via telephone or cell phone during the scheduled hours of Service.

As reflected in our staffing plan above, First Transit will have one road supervisor who shall be dedicated to the Children's Court/Los Nietos Shuttle Service.

First Transit will implement procedures and controls to effectively enforce the County's standards for quality service. The following sections highlight some of our basic protocols for service supervision.

Quality Control of On-Street Operation

If operators and maintenance technicians are the "heart" of a transit operation, dispatchers/supervisors are the "pulse" of an operation. The focus of any successful dispatch operation is on the details of service delivery. It is critical that each member of the dispatch and road supervision staff has a clear understanding of his or her duties and is held responsible for accomplishing them.

Below is a brief position description for First Transit dispatcher/supervisor for the Services.

- Reports to the Project Manager.
- Ensures that service meets or exceeds County and First Transit expectations for high quality, safe transit services.
- Responsible for knowing all Service schedule information.
- Assigns vehicles to routes according to needs and availability.
- Ensures adequate extra-board operators are available.



- Immediately notifies the Project Manager when a vehicle runs behind schedule and assists in rectifying the situation.
- Monitors the location of each vehicle on route to ensure time points are maintained.
- Creates and implements solutions to routes running behind to minimize loss time and/or missed trips.
- Immediately reports and logs road emergencies or other events that may inhibit the performance of the service.
- Contacts emergency services such as police, ambulance and fire authorities when appropriate.
- Delivers information to operators such as route changes, schedule changes, detours and road closures.
- Responds to changes in operator schedules due to conditions such as traffic problems and weather.
- Maintains close contact with maintenance personnel ensuring that conditions and events on the road are immediately passed on to the Project Manager.
- Maintains dispatch log during the shift.
- Maintains excellent communications and working relationships with County employees and customers.
- Produces reports in a timely manner.

As the system's quality assurance officer, the dispatcher/road supervisor monitors the delivery of service on the street. The road supervisor is available to offer guidance or instruction to the operators and is empowered to enforce the code of discipline when a flagrant violation occurs. The road supervisor also provides timely status reports on changing conditions in the service area and can report to a bus stop or to a bus that is in en route to provide assistance to the operator.

Whether the dispatcher/supervisor is responding to the scene of an accident, dealing with a vehicle that is experiencing mechanical problems, or assisting an operator in the resolution of a customer service problem, the road supervisor will demonstrate the ability to arrive first and solve the problem efficiently.

Service delays and/or lengthy travel times can be minimized through effective road supervision and a maintenance program dedicated to maximizing reliability of the fleet. Road supervisors will investigate situations that might cause delays and interact with dispatch to give operators information to avoid them.

Below is a brief description of on road supervisory functions for First Transit dispatchers/supervisors.

- Ensures that operations meet or exceed County and First Transit expectations for high quality, safe transit services.
- Has detailed knowledge of the Service.



- Responds to all incidents and accidents involving vehicles used for service. Investigates incidents and accidents and makes recommendations for improving and/or changing current policies and procedures.
- Monitors operators' on-time performance, vehicle cleanliness, uniform attire and courtesy to the public.
- Initiates an incident report when policy, procedure or service standard violations occur.
- Establishes public relations efforts on behalf of the County and First Transit.
- Conducts observed and unobserved ride checks as directed.
- Provides advice and guidance to operators.
- Assists with daily pull-outs, including inspections, as needed.

Communications

The communication system is the tool that links the driver to the quality control center (dispatch). First Transit will use clearly defined formal procedures to make the communication system as effective and efficient as possible. We will be equipping each vehicle with Nextel cell phone communication.

First Transit will incorporate County protocols for use of the system, as well as for disaster/emergency operation. First Transit will adhere to County policies and procedures as well as work with the County to refine these procedures as time goes by.

The communications system has five primary functions within most of our operations:

- Permits schedule adjustments by advising drivers of detours, accidents and passenger overloads;
- Permits quick deployment of strategic spares and allows for scheduled repair as necessary;
- Permits management to respond to emergency situations involving passengers, equipment and personnel including accidents, illnesses, lost or confused passengers, lost articles, and dangerous or criminal activity aboard vehicles or at the facilities;
- Permits management to receive information on traffic, and conditions of assets (benches, signs, etc.); and
- Expands management's ability to monitor service through location reporting and assignments to mobile supervisors.

First Transit operators are instructed on the importance of communications during their training, including use of run and/or vehicle numbers to identify themselves, clearing and acknowledging each communication. Procedures governing the use of the communication system are strictly enforced.



All supervisors/dispatchers will be equipped with Nextel units with direct connect capabilities for communications amongst themselves. In the event a driver's Nextel unit breaks down while a vehicle is on the road, the dispatcher will send staff to locate the vehicle operator on route and provide them with the Nextel unit for continued communication with dispatch.

Reporting

The ability to measure operating proficiency requires information from many different sources. How that information is processed, analyzed, and acted upon is of critical importance in determining First Transit's understanding of the County's vision and mission statements.

Management information is the function that provides management with the necessary information to plan, operate, and administer the transit organization. Specific management reporting activities include:

- Incorporating, in the management information system, the capability to collect data on performance and measure progress toward established goals.
- Accumulating data from various sources
- Processing data for presentation in reports
- Preparing reports which show planned results and actual accomplishments
- Distributing reports to responsible individuals
- Obtaining feedback for explanation of variances and actions taken

First Transit believes that well designed management reports are an essential component of both internal and external communication in a transit system. We will comply with the County's requirements for reporting including the following.

- Maintain separate complete and accurate books, records, and reports that relate to Service and as required herein.
- Retain all records relating to this contract for a minimum period of three years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of the County and the State of California at reasonable times during normal working hours.
- Maintain and make available to the County, and/or appropriate State agencies, records pertaining to said Service in accordance with the State Uniform System of Accounts.

First Transit will compile and submit all reporting requirements in compliance with the RFP including the following.

Project Operation Reports

- Trip Reports
- Service Reports



- Daily Pre-Trip Vehicle Inspection Reports
- Daily Post-Trip Vehicle Inspection Reports
- Weekly Maintenance Inspections Report
- Missed Trip Report
- California Highway Patrol Reports
- Operational Problems and Passenger Complaint Reports
- Accident/Incident Data Reports
- National Transit Database Reports
- Controlled Substance and Alcohol Testing Reports

Maintenance Records and Reports

- Preventative Maintenance Inspection Reports
- Road Call Performance Report
- Service Vehicle Down Time Report
- Mechanical Defect Reports
- Narrative Report

All reports will be in formats approved by the County and delivered within time lines specified.

Customer Inquiries, Complaints and Commendations

The Project Manager will be the primary customer contact for complaints or suggestions to improve the service. Each complaint is an opportunity to improve our service, and we will use the complaints as both a training tool and a disciplinary tool for operators who regularly attract complaints. The Project Manager will collect all the important information from the customer and will act as a customer advocate.

Aided by the use of a customer assistance form completed by the dispatch staff, the Project Manager talks to both drivers and the rider to get a complete picture of the incident to determine what has happened and what corrective actions must be taken so that the problem does not occur again. It is our experience that we must respond to complaints immediately. Customer dissatisfaction must not be left to fester nor should a customer be put in a position to defend their perception of poor service. We believe the quicker the response, the fresher the facts, and the quicker the resolution.

Our primary goal is to prevent such complaints from occurring again. To accomplish this, it is important we understand the complaint and take the correct action. Supervisors play a critical role in achieving this goal. In all cases, we will follow procedures and time lines and procedures issued by the County.

Additional First Transit procedures and policies follow.



Database of Customer Comments and Commendations

Upon initial contact from the customer, agent of the customer, or the general public, all calls will be tracked in a complaint log and into a complaint database. Developing corrective action based on feed back will be a priority with First Transit.

Management will develop a proactive action plan to identify the problem, why it happened, and what needs to be done in order to avoid it again in the future. First Transit then will write its findings and solution to present to the rest of the employees as a training tool and the County to codify our efforts.

Supervision

An important requirement of any service plan is the supervision of how the information is being processed from the initial phone call thru the written response. In order to offer the highest quality of customer service, it will be monitored by the Project Manager.

Training

Customer service training will be provided to all staff on an on going basis. Staff members subject to a pattern of substantiated customer complaints will receive management attention. Additional training and/or disciplinary actions will be implemented as appropriate.

As required by the RFP, complaints shall be resolved as soon as possible, but within no less than two service days. When a complaint is received, First Transit will notify the Contract Manager within one working day regarding the nature of the complaint received. First Transit will also notify the Contract Manager upon the resolution of the complaint.

Safety and Security Programs

Safety affects all aspects of a public transportation service. First Transit understands the interrelationship between safety and customer service, efficiency, reliability, financial stability, employee morale, maintenance, and our ability to serve the County.

At First Transit, we incorporate into each of our operations our core values of safety, quality, and cost savings. Our safety policy as stated in our Employee Manual is as follows.

"A condition of your employment is that you work safely, having regard for yourself and the others around you. You must also comply with all Company procedures and practices from time to time relating to health and safety matters. Any failure to do so may result in disciplinary action being taken against you (which in serious cases may include dismissal without notice)."

Our safety campaigns are based upon the premise: **If you can't do it safely, don't do it.** It is not a slogan but our collective expectation for which each employee is responsible and must personally apply every day. We believe the following programs and policies reflect our commitment to this standard.



Safety is the most important of all the commitments that we make to our customers as well as the communities in which we operate service. No matter how courteous the driver, how timely the service, or how clean the vehicle, unless the transit operation is perceived as safe, all of our other efforts are wasted.

Passenger safety is paramount to the success of First Transit operations. From defined training processes, to constant review in a proactive means, identifying and correcting problem routes, to monitoring on road activity, to enhancement training for operators, First Transit is dedicated to providing a safe environment for our riding public.

First Transit's safety policies and programs are ever evolving and improving. We recently implemented new safety procedures that bring safety issues to the forefront on a daily basis – the Injury Prevention Program (IPP). The premise of the IPP program is that frequent communication of safety standards and practices will aid in the incorporation of safety as a core value and be reflected in the habitual performance of safe service.

Our managers and front-line supervisors are taught to observe what our people do with our safety training in the daily practice of their responsibilities. These observations result in “safety contacts” that praise the job we done or equally reinforce training if not being performed to expectation. This process – as a daily practice – engages and involves the staff in a personal manner that drives both individual and team responsibility through empowerment and contribution.

Through monthly safety meetings to interaction with the County's administrative staff, First Transit has developed processes to ensure all staff is focused on their roles in providing a safe environment at all times for vehicle operations.

Safety on board vehicles is monitored with numerous methods including:

- Communication with dispatch through the Nextel phone system.
- Road supervisor and dispatch monitoring performance of operators and vehicle routes to ensure all safety issues are identified and corrected as necessary.
- Monitoring of routes and schedules from dispatch to ensure on time performance and route completion.
- All operators are trained during the initial training process on the proper techniques to load and unload passengers. Training also includes ADA requirements, wheelchair securement and ADA required announcements.
- Operators are trained to be aware of the proper braking and acceleration principles to ensure the safety of the passengers

Safety outside of revenue service includes:

- Communication with dispatch as the vehicle moves from the operations facility to the beginning of the assigned route;
- Communication upon shift changes and completion of daily route service;
- Monitoring of vehicles as the return to the operational facility;



- Posted routes to return to the operational facility; and
- Dispatch supervision for returning vehicles.

Traffic safety includes:

- Participation in a program developed with the National Traffic Safety Council;
- Information transmitted to operators from dispatch of traffic problems, slowdowns, accidents on route and construction programs; and
- Maintenance inspections of each vehicle during the Preventative Maintenance Inspection, to ensure the vehicle meets and exceeds all California and Federal Motor Transport regulations and requirements.

Safety Record

First Transit has implemented extensive and comprehensive safety programs throughout its operations. Data is gathered on a weekly basis and subjected to evaluation and analysis to identify areas of potential concern. Our accident figures are unique in the industry in that each incident is of importance to us – we do not limit our review to “preventable” accidents as opposed to “non-preventable” accidents or “incidents.”

Typically, public transit safety records are reviewed on the basis of number of preventable accidents per 100,000 miles. The figures below, representing the accident experience in our transit contracting operations, are compiled on a fiscal year basis. The figures below represent the preventable collision experience in our fixed route transit contracting operations, which is well below the transit industry average.

Fiscal Year (Apr. – Mar.)	Miles	Collisions	Rate per 100,000 miles
2006	82,455,623	744	.90
2005	82,099,357	698	.85
2004	69,763,382	738	1.06
2003	42,660,054	535	1.25
2002	69,957,000	*1,260	*1.80

* Figures represent both preventable and non-preventable accidents.

Preparing for a Safe Environment

First Transit’s success in creating a safe environment for our employees and clients is a result of many key items including the following.

- A hiring process structured around stringent standards, including driver safety records, criminal record checks, drug screening and interviews. First Transit hires only the best candidates, from drivers through safety managers and other management staff.
- Maintenance programs respected throughout the industry. We put extra effort up-front in our preventive maintenance process to ensure that only the soundest of vehicles are on the road serving our customers.



- A comprehensive training program covering our safety processes in great detail. Employee responsibility, safety standards and expectations, safety precautions, and safety procedures are discussed extensively throughout training.
- Employee incentives to maintain safety awareness and keep accidents and incidents to the barest minimum. These incentives include local contests, company-wide recognition at our annual meetings, and safety fairs.
- An extensive operations manual that includes standards for discipline, expectations for performance, and company procedures. All employees, upon being hired, are given this manual and understand that is expected of them. We believe in progressive discipline with immediate retraining and corrective actions, yet we do not give slack where safety is concern. Likewise, procedures such as accident and incident reporting are structured and thorough.
- Continuously monitored driver performance. Supervisors assist drivers in overcoming challenges, serving passengers efficiently and assist at the scene of an incident or accident.

Safety Policies and Procedures

The safe operation of the vehicle is what our passengers should expect from us. Confidence in the ability of the Services to operate without incident promotes the continued success of the system and encourages public support for the service we provide. This promotes First Transit's goal of a positive image of the system and further encourages discretionary riders by creating a safe and reliable service.

The first thing that each of our employees should hear or read after "good morning" is a safety message. Raising the level of awareness property-wide starts with the development of an annual site safety plan by the Project Manager. This plan serves as the guideline for that year's safety campaign.

Safety Training

First Transit's driver training programs have an underlying safety theme as part of each training module. Training modules such as "Vehicle Familiarity," "Vehicle Maneuvering," "Service Area Familiarization," "Passenger Assistance Training," and "Defensive Driving" are specifically designed to provide drivers with the knowledge they need to operate the Service's vehicles safely and to provide customer-oriented service that is first and foremost safe for our passengers.

In any transportation system, operational emergencies will occur. In general, First Transit believes that with thorough operator training and a high quality preventive maintenance program these emergency situations can be minimized. Emergency preparedness topics covered include the following.

- General Emergency Guidelines
- Suspicious packages and activities on board



- Emergency Evacuation of Vehicles
- Vehicle Breakdowns
- Unanticipated and Severe Inclement Weather
- On-Board Medical Emergencies
- Passenger Behavior Endangering Themselves or Others
- Vehicular Accidents
- Accident/Incident Reporting Procedures

Monthly Safety Meetings

Mandatory monthly safety meetings are conducted to discuss topics of local importance. These meetings are designed to reinforce the position that safety occupies on the job. First Transit encourages the County's participation in the monthly safety meetings as a way to underscore the importance of safety among our employees.

All drivers will receive routine and continuous retraining on safe operation of revenue vehicles – a minimum of eight hours annually. All drivers and supervisors will also receive refresher training in these programs annually. First Transit's management team will track drivers' years of service in order to schedule their retraining sessions in a timely manner. Class completion certificates will be maintained in the drivers' individual safety files.

Safety Discipline

It is our hope that the obvious merits of a well-designed, comprehensive safety program are apparent to all. Years of experience indicate, however, that good intentions are not always enough. First Transit's operating rules and procedures outline preventive measures and sanction employees who disregard safe practices. Employees who repeatedly engage in unsafe behavior are terminated. Our safety standards are high; for this reason, First Transit focuses on the incident itself rather than on its severity.

A driver who demonstrates disdain for safety is held accountable for his actions since a lax view of safety performance is likely to result in an escalation of risk. Conducting facility safety evaluations, reviewing accidents, heightening safety awareness and highlighting First Transit's resolve to deliver a service that is safe and actively promotes prevention is our goal.

Corporate Safety Oversight

First Transit was one of the industry's first firms to use a National Safety Manager to oversee all safety activities. Steve Wallace, First Transit's Vice President of Safety, is responsible for ensuring the First Transit management team implements our national safety program and stays in compliance with all regulations. Steve, along with a staff of Region Safety Managers, oversees a comprehensive safety and training effort designed to ensure that First Transit operations meet an established standard for hiring, training and retaining employees.



First Transit's Manager for the Services will be responsible for ensuring the continued implementation of First Transit's national safety program. Overseeing the program implementation will be Jim Renforth, Region Safety and Training Manager.

Jim will contact First Transit's local management team regularly and will also be responsible for auditing local safety efforts; reviewing all accident and injury claims; reviewing monthly performance statistics; coordinating corporate assets to address specific deficiencies found on the local level; and working with the Project Manager on issues regarding training and accident investigation.

All First Transit properties receive a safety rating each month of exceptional, satisfactory, conditional or unsatisfactory. Unsatisfactory ratings normally result in an immediate on-site audit by the Region Safety and Training Manager.

First Transit locations receiving a conditional rating will also receive the full attention of our national staff, which assists the local manager with any means possible to improve the performance of an operation. The national safety effort has been funded through corporate overheads in order to ensure budgetary constraints do not preclude the local operation from drawing upon the resources being made available to them.

Each First Transit operation is required to develop a comprehensive safety plan that outlines the activities and elements of its safety process annually. Certain elements are required in all of our sites, while others are developed by the local team in response to unique concerns. The Vice President of Safety reviews all safety plans for completeness and accuracy.

Safety Committee

The Safety Committee is a major element of the safety awareness program and employee involvement is key. The function of the committee will be to classify the preventability of accidents, both vehicular and personal injury.

While determining preventability is one objective of the Committee, the primary goal behind the committee's work lies in the process itself. This committee guarantees that a driver charged with a preventable accident is given due process. It also provides an opportunity for remedial education.

All drivers who appear before the committee are required to explain in some detail the circumstance leading up to the accident. This process of reenactment serves to delineate the relationship between cause and effect in the mind of the driver. For the Project Manager, the exercise involved in sifting through the details of an accident often reveals deficiencies in the initial training effort. These deficiencies are addressed in the mandatory retraining that occurs after the review process has concluded.



The Safety Committee will also work with the Project Manager in sponsoring First Transit safety events such as safety fairs and contests. Driver involvement on the committee will be on a rotating basis; drivers must have a “satisfactory” or better safety rating to participate.

Our safety committee meetings focus on issues which are wide ranging and not always involve accident investigations and incident documentations. The committees also address and review safety plans, procedures, develop new programs and contribute to the overall goal of a safe professional, dependable transit system for the client.

Accident Reduction and Mitigation

Throughout the daily activity with First Transit starting with the initial review of potential employees past driving record, First Transit has a goal of zero accidents, preventable and non-preventable. Starting with the initial review, First Transit management interacts with the operators and staff to maintain an atmosphere dedicated to safe vehicle operations. From safety messages, to postings, to safety meetings, our internal goal is to zero in on the causes and issues which may contribute to accidents.

All supervisors will attend a training module on Accident Investigation Procedures and Documentation. The purpose of this module is to train staff to gather and document all of the facts relevant to the investigation, and to ensure that the operator complies with DOT and First Transit corporate policies. The training module also reviews securing the vehicle involved in the accident and determining if it should remain in service or be returned to the maintenance facility. Elements of this module include:

- Investigation procedures;
- Documentation procedures;
- Determining whether the collision/passenger injury is Department of Transportation (DOT) reportable;
- Vehicle collision photography requirements; and
- Film development procedures or digital download procedures.

Each cause is reviewed, analyzed and corrective action discussed for implementation with the operators and staff throughout our Los Nietos Shuttle Service operation.

Recognizing hazards, from noting the route speed in portions of the service area which may cause problems, weather related issues, grounds and facilities maintenance and customer stop specific hazard help to reinforce training processes that keep operators and other employees current with identified issues. First Transit is committed to eliminating any potential for accidents by ensuring all employees are charged with the knowledge to assist their performance in day to day operations.



Crime Prevention

The prevention of crime directed towards staff and ridership is the responsibility of all parties – from First Transit on site management, to corporate safety and senior managers, to the supervisors, dispatchers, operators and administrative employees. First Transit has developed and implemented a process to bring together numerous government entities for inclusion in the process of reducing the on-going issues directed towards violence.

Occupations Health and Safety (OSHA)

First Transit adheres to, and is in complete compliance with each regulation under the Occupational Health and Safety Administration, for the operation of a public transit system.

Blood Borne Pathogen Certification

Employees are trained, recertified and tested on the procedures and processes required for blood borne pathogens and other biohazards that they may encounter while operating a revenue vehicle. Additionally, administrative personnel also complete the training course to handle vehicles or incidents while not in revenue service.

Hazard Communications Regulations

Right to Know issues and First Transit responsibilities to ensure all employees understand their individual right to know regarding any hazardous materials within the operations facility. All required documents, policies and procedures are posted in the facility to ensure a complete understanding for all parties.

ADA Compliance

First Transit complies with all the requirements of the Americans with Disabilities Act (ADA) as they pertain to the delivery of fixed route and demand response services. Accommodating our disabled customers is emphasized throughout our company, beginning in the training and continuing through the delivery of service. Passenger assistance techniques, announcing bus stops, and other services tailored to the disabled customer are included. This is done not only because the law requires it, but because it is the right thing to do. Annual ADA refresher training is provided to all operators. The safety plan outlines efforts to expand the scope of instruction in disability awareness and passenger assistance techniques (PAT).

Homeland Security Plan

First Transit has reviewed and understands the FTA Policy Statement relative to the Homeland Security Advisory System. We fully support the National Transit Response Model and will work closely with the County to implement measures agreed upon that are in line with the standard procedures as provided by the FTA including the Top 20 Security Program Action Items.

In the event a local or national threat occurs, First Transit will work with the appropriate supporting agencies in an effort to reduce the designated threat level.



Our goal is to mitigate the risks associated with terrorist acts for passengers, employees, and facilities. In an effort to do this, we have identified potential risks and provided procedures to be followed associated with each risk.

Identified potential security risks include the following:

- Bomb threat;
- Terrorists and hostile actions;
- Biohazard emergencies; and
- Hostage situations.

Employees will receive training addressing the appropriate response to each of these situations and written instructions will be provided to each employee. In addition, we will take proactive measures at our local facility to include:

- The provision of two-way communication for all operators;
- Supervisors are all equipped with cell phones as a back-up method for emergency contact if necessary;
- Twenty-four hour facility coverage;
- Additional training for employees;
- Access to back up transportation from near by operating locations;
- Open lines of communication and established relationship with local security agencies and law enforcement; and
- Local employees attending the FTA sponsored emergency preparedness and security forums.

In addition, and as a standard part of our operating programs and procedures, we will be responsible for the security of the County's vehicles, equipment, and passengers.

The basic elements of our passenger, facility, and vehicle security programs are outlined as part of our safety program above. Our programs are based upon the U.S. Department of Transportation's *The Public Transportation System Security and Emergency Preparedness Planning Guide* and the FTA's *Transit Security Handbook* and *Transit Security Procedures Guide* as well as other resources including the National Transit Institute's (NTI's) pocket handouts *Employee Guide to Workplace Violence – Prevention, Response and Recovery* and *Employee Guide to System Security – Observe and Report*.

Key to the implementation of such plan is the development of standard operating procedures and communication of these procedures to staff. Our training programs for all staff members include general principals for safety and security as well as our formal operating procedures. Training may include the NTI's *System Security Awareness for Transit Employees*.



Emergency Response

A large part of any operational success is the ability to plan for events which are outside of the normal scope of day to day operations. Planning enables the all employees to be prepared in the unlikely event outside of day to day public transit services. For each situation involving a driver in a revenue vehicle, a road supervisor will respond immediately to the scene to assist the passengers and driver.

- Violence on board – Perceived or observed, the immediate response from the operator is to protect himself and the passengers on board. Additionally, after protection of the uninvolved passengers, is the immediate contact with dispatch through two-way communications. First Transit dispatch immediately contacts local police to describe the event. First Transit does not want the operator to become a target, thus we require the operator to not become involved in an attempt to stop the violence.
- Violence directed towards a revenue vehicle – Whether a weapon is discharged, or an object is thrown at the vehicle, the operator is trained to immediately move the vehicle out of harms' way and contact dispatch through the above procedures.
- Severe weather events – Advance knowledge of impending weather events allows for the proper, appropriate and timely response to weather events including severe thunderstorms. Monitoring of the national weather channel is maintained throughout the day.
- Bomb threats – Threats on board, or called into dispatch or other communications means, will be immediately reported to the local police department, and our Project Manager will be notified. Threats, whether genuine or not, will be taken seriously and the appropriate response, as per the local police, will be implemented.
- Suspicious Packages – With the recent bombing on board the London bus, First Transit is keenly aware of the need to be vigilant and observant of packages brought out board. If there is a package left, and the owner is not identified immediately, the operator shall contact dispatch, who in turn will contact the local police for corrective action. While this maybe extreme in most cases, in the world we are operating in, safety and caution is the best procedure.
- Facility fire – All employees will be evacuated to a designated area outside of the threat zone. If the fire is in our dispatch area, cellular telephone notification will be implemented by the senior staff member.
- Threats in the workplace – Upon notification or observation of the threat, appropriate notification to the police department by the on duty supervisor



will precede any other actions. If the threat involves the display of a weapon, all employees will be evacuated to the designated area outside of the facility.

- Medical emergency on board – Operator will immediately contact dispatch, and dispatch will contact 911 with a description of the on-board medical emergency and location of the vehicle. Dispatch will stand by until assistance is on the scene. The operator will provide any emergency first aid, up to the level the operator feels comfortable with.
- Evacuation of operations facilities – A designated area for personnel to meet outside of the facilities has been established. A roll call of employees will be taken.

Enhanced procedures for each event are available for discussion at the appropriate time.

Environmental Safety

First Transit will comply with federal, California, and local environmental regulations. First Transit works with Strata Environmental on a retainer arrangement to ensure environmental compliance at all of our locations. This effort will ensure that the Service's facility complies with OSHA requirements and provide a safe working environment conducive to injury free performance. A description of our program is provided below.

Environmental Management Support Program

Strata Environmental provides a broad range of environmental compliance and management support services to First Transit. Under this retainer agreement, Strata Environmental provides consulting in all major areas of environmental compliance, including waste reduction and management, Clean Water Act compliance, spill and release response and reporting, chemical inventory management and reporting, compliance auditing, environmental due diligence for new locations, site close-out auditing, and Material Safety Data Sheet (MSDS) management. Each of these services is described below.

Environmental Information Management

Through the retainer agreement, Strata further provides its proprietary environmental information management software, EiOS, to First Transit. This software provides secure, easy-to-access environmental tools to all First Transit locations. Included in the EiOS database are facility details such as size and age of buildings, details on environmental permits, permit fees and renewal dates, storage tanks, chemical inventories for each location, emergency contact information, details on environmental projects for a given location, waste generation data from waste vendors, a list of vendors serving each location, spill and release incidences and electronic copies of all environmental documents prepared for each facility.



Waste Minimization and Management

Strata maintains data on the current rate of waste generation at each location. As part of this task, Strata Environmental has assisted First Transit in a new program to minimize the volume of hazardous waste being generated at company facilities. In fact, Strata has been effective in eliminating approximately 95% of the hazardous waste generated by First Transit facilities through the introduction of a new parts washer technology for our vehicle maintenance shops. The new technology uses a series of filters to remove oil that is entrained in the petroleum-based solvent, thus eliminating the liquid waste stream from the parts washers in our shops. In addition, with Strata's assistance, First Transit has developed company procedures to eliminate the use of all chlorinated solvents in our shops, minimizing the exposure of our employees to these chemicals and eliminating the potential for cross contamination of other non-hazardous waste streams by chlorinated chemicals.

Clean Water Act Compliance

Strata is responsible for evaluating each shop location for potential issues respecting compliance with the Clean Water Act. This actually involves two separate programs: spill and release response and reporting; and storm water permitting. Each First Transit location is evaluated to determine if a Spill Prevention, Control and Countermeasures (SPCC) Plan consistent with the requirements in 40 CFR 112 is needed. If a SPCC plan is required, Strata prepares that plan and forwards it to the facility for training and use. An electronic copy of the plan is available to First Transit management at all times via the EiOS system.

Strata is also responsible for obtaining coverage under federal or state storm water permits under 40 CFR 122 for those shops that conduct vehicle maintenance and/or fueling in a manner that has the potential to impact storm water on the property. As part of this process, Strata prepares a Storm Water Pollution Prevention Plan (SWP3) or equivalent storm water management plan and provides it to the site for training and use. An electronic copy of the SPW3 is also available to First Transit management at all times through the EiOS System.

Spill and Release Response and Reporting

First Transit has developed a set of standard operating procedures (SOPs) for maintaining environmental compliance at its vehicle maintenance shops. One of these SOPs is for spill and release response and reporting. This procedure is designed to define the rolls and responsibilities of First Transit staff in the event of a release or spill of petroleum or a hazardous substance and it defines the notification procedures and response actions to be completed by First Transit personnel onsite. As part of this process, Strata maintains a database listing of emergency response contractors that are able to respond to releases of petroleum or hazardous substances by First Transit operations in the states in which the company operates. The database is part



of the EiOS environmental information system and is available at all time to First Transit staff and management.

Chemical Inventory Management and Reporting

First Transit maintains a detailed database of the chemical inventory at each of its operating locations. This data is gathered by Strata and is updated annually as part of the Emergency Response Community Right-to-Know Act (EPCRA; a.k.a. SARA Reporting) compliance and reporting process. Where required, Strata prepares and files appropriate SARA Reports for the required chemicals at each First Transit location.

One of First Transit's innovative initiatives recently developed through the help of Strata is to develop a standard list of approved chemicals that can be used safely in our vehicle maintenance shops. Each of the chemicals on this list has been evaluated by our staff and is flagged with an "approved" tag in the EiOS database system. Thus, because our chemical inventory is regularly updated, First Transit management can determine if there are maintenance shops using "unapproved" chemicals. The EiOS system also includes a copy of the MSDS for each company-approved chemical as a backup for Occupational Safety and Health Administration MSDS compliance.

Compliance Auditing

Strata performs compliance audits for First Transit in the area of waste management, Clean Water Act compliance, chemical inventory management and in some cases, safety. The audits may be performed as a result of a request from one of our clients or due to a complaint or suggestion from an employee.

Environmental Due Diligence

Strata performs Phase I environmental site assessments supporting the due diligence process for each new location where First Transit will open a maintenance shop. Strata's Phase I environmental site assessment is, to the extent possible, in conformance with the scope and limitations of ASTM Standard of Practice E1527-00 and includes a written report of findings.

Site Closeout Surveys

Strata routinely performs a closeout survey for each First Transit maintenance location that is closed by the company. The survey includes a completed checklist and a list of action items that must be completed prior to vacating a site. The checklist and list of action items provides the client, landlord and the company with a document that identifies any issues that must be completed to ensure that the location is closed in a manner that protects the environment.

Each planning process has taken into consideration the dedicate balance between operational safety, passenger needs, the safe operations of our system and the overall safety of our employees who provide the service.



The safety program complies with applicable federal regulations of the Occupational Health and Safety Administration and all applicable federal, State of California, and local safety and environmental laws, regulations, rules, codes, and orders.

Recently, our devotion to safety was recognized by the National Safety Council. At the 67th Annual National Safety Council Awards Dinner, Southern California Chapter, First Transit received 11 prestigious awards including:

- First Place Winner – “Government” category – First Transit San Simeon
- Perfect Record Award – zero injuries in 2003 – First Transit locations: Dumbarton, Portland PDX, Wilmington DASH, DASH 3, San Simeon, Gardena, and Palos Verdes.

First Transit makes a continuing commitment to safety and looks forward to the opportunity to have the County’s Service recognized for its safety efforts and become a potential award winner.

Quality Control Program

During the start-up period, as part of the development of annual goals and objectives, First Transit and County staff will review standards identified in the current RFP and identify acceptable levels of performance. Achieving or exceeding the agreed upon level of performance for each indicator will be the primary focus of our Quality Assurance Program, which is described below. Internally, the Project Manager and the management team will review daily, weekly and monthly reports to monitor performance. Externally, the following corporate programs are established to monitor performance.

Senior and Region Vice President Oversight

- Regular meetings with the County and management team
- Review of monthly operating report
- Utilization of First Transit customer support staff to conduct administrative, operations and cash handling audits

National Director of Maintenance Oversight

- Monthly review of maintenance data generated by FirstBase to identify trends
- Conduct regular on-site maintenance audits
- Coordination and conduct of telephonic, on-site and off-site training

National Safety Director Oversight

- Monthly review of safety reports
- Conduct regular on-site safety audits
- Conduct and coordinate ongoing training for management personnel



Quality Assurance

First Transit's management philosophy, previously discussed, includes not only an on-site Project Manager, but also a Region Vice President to provide oversight and support as well as an experienced customer support staff to provide assistance on more complicated issues.

First Transit provides this wide range of support and expertise because we realize that our clients look to us as partners in providing the highest quality of services possible. Our desire to provide this high quality service has led us to create a detailed quality assurance program. This program ensures that the service standards are not only met but also exceeded.

Quality Assurance (QA) is a business management philosophy that aligns the activities of all employees of an organization with the common focus of customer satisfaction through continuous improvement in the quality of goods and services. First Transit's QA program applies a continuous improvement process using management metrics to measure progress and to establish goals and objectives for specific performance standards.

There are five focal points that First Transit uses to drive the company's continuous improvement process. These five focal points are:

- Focus on the Customer;
- Data-Driven Management;
- Mastering Processes;
- Proactive Management; and
- Accountability.

We view accountability as a key part of successfully executing all of the components of our Quality Assurance program. Our managers received accountability training during our Annual Meeting in 2006. The training included both individual and organizational accountability. Based on this training, First Transit's Project Manager will empower location support staff to focus their attention in a way that maximizes productivity.

Established goals and objectives will be engrained in our culture and the location support staff will understand that their contributions are part of the overall successful management of the Services. As a result, support staff will increase their confidence level and enhance their skills. Our entire team will be on board in order for you to reap the benefits of a finely managed transit operation. The following represents the details of First Transit's Quality Assurance Program:

Focus on the Customer

- We will establish common objective standards of performance with you, our customer.



- We will clearly, effectively and frequently communicate and provide feedback to you, our customer.
- We will respond quickly to your issues.
- We will provide value-added services.
- We will involve local and corporate staff to identify and address issues.

Data and Fact Driven Management

First Transit's staff will monitor the performance of the operation with the following Key Performance Indicators (KPIs):

- Driver and technician turnover rate;
- Percent of drivers not available;
- Overtime (as a percent of hours);
- On-time performance (as a percent of trips);
- Percent of on-time pull-outs;
- Number of complaints per 100,000 passengers;
- Number of accidents per 100,000 miles;
- Total workers compensation claims per 100 employees;
- Percent of preventive maintenance inspections (PMI's) completed on time;
- Number of PMI's past due;
- Number of PMI audits performed;
- Average defects identified per vehicle (from PMI audits); and
- Average miles between mechanical breakdowns/total breakdowns.

A target and goal will be established for each KPI.

Target

The target is a number we strive to meet or exceed every month. We use the average of the past 12 months of an existing location's operating data to establish the target.

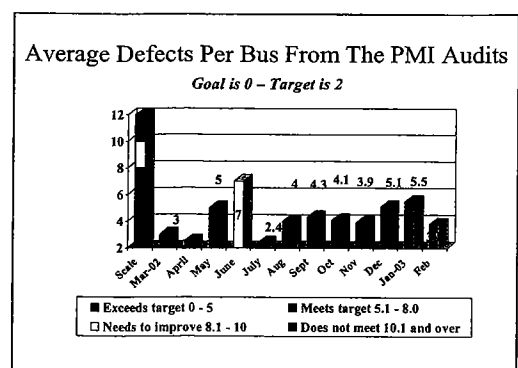
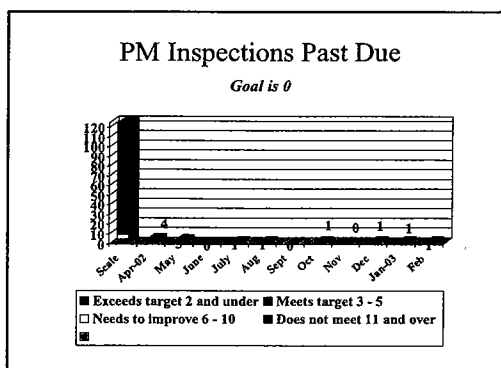
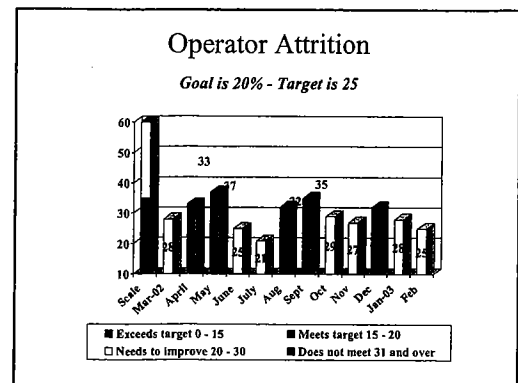
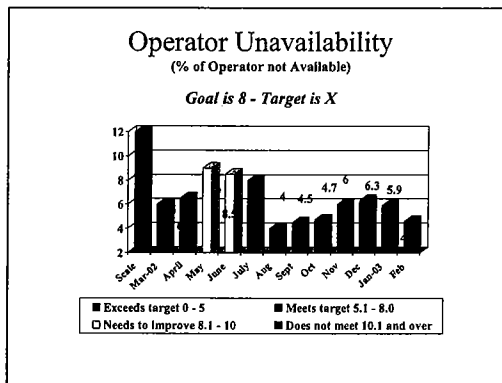
Goal

The goal is the level we are confident we will be able to achieve by leveraging our continuous improvement process.

Although performance can be subjective, First Transit will establish the definition of "excellent," "good," or "marginal" performance during contract negotiations. Factors including age and condition of fleet and certain customer-specific performance requirements will be considered in reaching this decision. We will then establish our goals based on this determination.



Examples of Data Use in Reporting



Mastering Processes

In order to operate an efficient and effective transit operation, First Transit will use:

- An effective preventive maintenance program that uses data and corporate staff to ensure its integrity;
- Good employee management by communicating clear and concise expectations and ensuring follow-through;
- Strong safety and training program;
- Strong inventory management and control; and
- Best practices communicated via the Company's electronic bulletin board (*'First Bulletin'*), intranet site, annual meeting and First Transit University.

Proactive Management

First Transit will proactively manage the Services. In doing so, we will apply the following approach to continuously improve the operation.

- We will identify issues, needs or areas to improve.
- We will decide which issue will be addressed first due to its degree of urgency and negative effect.



- We will arrive at a statement that describes the issue in terms of what it is specifically, where it occurs, when it happens, and its extent.
- We will develop a complete picture of all possible causes of the issue.
- We will agree on the basic cause(s) of the issue.
- We will develop an effective solution and action plan that our team can realistically implement.
- We will implement the solution and establish needed monitoring procedures and charts.
- We will document the experience to share as a case study or best practice on "First Bulletin" and our intranet site.
- We will repeat this procedure with each identified issue and "Challenge Success" through continuous improvement.

Accountability

First Transit has established the following policies for accountability this accountability will positively contribute to achieving the public image that the County desires:

- We will maintain a performance driven culture by holding people accountable for their performance;
- We will empower and train people to be successful;
- We will recognize effort but focus on results;
- We will focus on excellence, not perfection;
- We will focus on meaningful priorities and corrective actions versus routine tasks; and
- Our managers will lead by example.

Operator Performance Review

The performance of First Transit operators is evaluated based on a number of factors, including:

- Results from random ride checks performed by the training department.
- Customer service reports (complaints and commendations) received regarding the operator.
- Attendance records.
- Motor Vehicle Reports on the status of the operator's license performed in compliance with County standards.

Maintenance Technician Performance Reviews

Generally, employees are appraised annually using the employment date as the schedule appraisal date. Performance is also reviewed when an employee is promoted or transferred. Evaluation factors include quality of work, quantity of work, safety of work, and work habits. Each employee's performance is reviewed by a supervisor who evaluates the employee based



upon previously established objectives in terms of each objective's relative impact on the overall job, level of difficulty and degree of accomplishment.

Supervisor Performance Reviews

The factors upon which First Transit supervisors and other contract personnel are evaluated include:

- Annual performance reviews based upon a pre-determined set of goals and objectives that are to be completed within a certain time period.
- Field checks and periodic ride-alongs conducted by management to ensure that all situations are handled in the best possible manner.
- Customer service reports (complaints and commendations) received regarding the supervisor.

Communications

First Transit will be equipping each Service revenue vehicle as well as supervisory and dispatch staff with Nextel telephones for communications. We will also provide spare Nextel units in the event that a phone is not working. First Transit will ensure that all such communications devices are kept in working order or replaced expeditiously.

In the performance of this contract, First Transit will comply with all laws and regulations including those contained within the California Vehicle Code especially the provision of Section 23125 as well as SB1613 – the “hang up and drive” bill.

The proposed facility is equipped with internet access with functional email accounts in place. First Transit will provide unique email addresses for the Project Manager and Maintenance Manager. In addition, the Project Manager will be available to the County via cell phone at all times.

Our operations facility will be staffed during all operations hours and an on site telephone will be answered by a staff member during these times. The County will be provided with the phone number.

Storage and Maintenance Facility

First Transit proposes to operate services from an existing facility in Los Angeles located at:

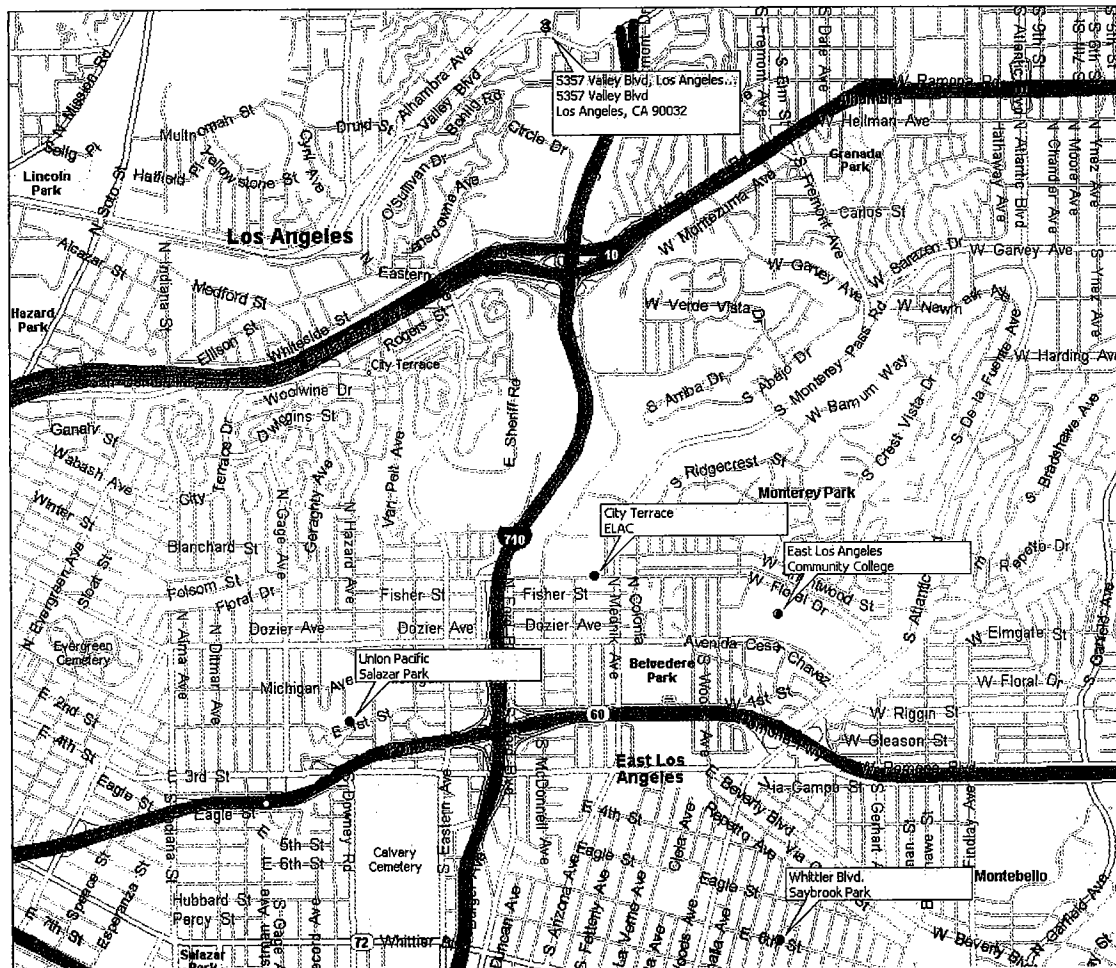
5357 Valley Boulevard

We believe this facility to be conveniently located to the Service area and to meet or exceed the requirements of the RFP, which include the following.

- An enclosed work space sufficient to allow maintenance personnel to service vehicles and be protected from the weather.



- A concrete shop floor capable of withstanding the maximum weight of the Service vehicles.
- A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for all Service vehicles.
- A compressed air supply.
- Tire-changing equipment.
- Battery maintenance equipment and spare batteries.
- Vehicle lubrication equipment.
- All tools and equipment necessary to perform required preventive maintenance activities.
- All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.
- Facilities and equipment necessary to wash and clean the vehicles.
- Adequate secured storage area for tools, equipment, and parts.
- A lighted maintenance pit or an appropriate OSHA or American National Standards Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest of vehicles six feet above the floor for maintenance purposes.



This location is currently used by First Transit and will be fully equipped in compliance with the County's requirements prior to service implementation. The County's Service will operate entirely separately from existing services including a separate parking area for vehicles and a separate maintenance bay.

Vehicle Response

All road calls are communicated first to the dispatcher, and then forwarded to the Project Manager and maintenance department. It is First Transit's priority to respond to a road call situation in a manner that:

- Ensures passenger safety;
- Reduces passenger delay; and
- Prevents further damage to the vehicle.

First Transit's operating facility in Los Angeles is located within close proximity to the Service area and will enable staff to respond with an ADA compliant replacement vehicle within 30 minutes of a breakdown or passenger request through the dispatch of a spare vehicle by on site staff.

The supervisor and Project Manager collectively make the decision regarding appropriate response. Vehicles that break down while carrying passengers are immediately replaced with a new vehicle. Passengers will NOT be delayed while a technician tries to correct a problem. A vehicle that breaks down while deadheading into service is replaced, while a spare vehicle covers the first or first few scheduled stops, eliminating the late arrival of service.

A vehicle that breaks down while deadheading out of service is either fixed by a technician on the road or towed. A road supervisor in the area responds to any road call occurring while a vehicle is in revenue service to assist the transfer of passengers in a safe and timely manner.

First Transit will station monitors and supervisors in strategic locations to ensure quick response if breakdowns, street closures, or traffic issues occur that may require deployment of additional vehicles or re-routing. In addition, during AM and PM pull-ins, dispatchers are able to call and redirect deadheading vans to assist in filling time for road calls.

First Transit provides emergency road service during all operating periods. Either a technician is sent to the inoperable vehicle or the vehicle is towed back to the garage. A road call report is completed for each incident. This report contains vehicle information, condition assessment, action taken, time and signatures. The road call report becomes a permanent part of the Vehicle History File.

Road Call Avoidance

All transit systems experience road calls that can be avoided if the operator follows the proper procedures. First Transit's maintenance department has developed and teaches operators a number of procedures the operator should follow when they



have mechanical difficulties. The dispatcher also uses these procedures to assist operators with mechanical problems and determine if a road call can be avoided. This is a win-win solution as maintenance time is not lost and passengers are not unnecessarily delayed.

Minimizing Downtime

Despite the best efforts to keep a fleet in prime operating condition, breakdowns occur. An important element of First Transit fleet maintenance is to identify the cause of a breakdown and repair it quickly. Through diligent training of technicians and proper supervision of their work, First Transit concentrates on the cause of the vehicle failure rather than just the symptoms of the problem. As a result, the origin of the problem is diagnosed quickly and our technicians can spend more time thoroughly repairing the problem. For the Service's passengers, this means that downtime is ultimately kept to a minimum.

The diagnosis of the breakdown begins by interviewing the operator to determine the circumstances surrounding the breakdown. The technician prepares a work order detailing the diagnostic procedures to be used. The technician will identify the cause and recommend a course of repair.

All road calls are entered into First Transit's national database on our web site. This information is used to identify any trends in breakdowns. We can pinpoint repeat failures, problems in the system, problematic vehicles, even operators that need retraining. The Manager can also look at locations with similar equipment to see if the same problem is occurring at other contracts. The National Maintenance Director reviews these road calls for all locations on a monthly basis to track similarities and address problem areas as necessary.

Vehicle Fueling

Revenue vehicles will be fueled by drivers at the end of the shift. Our proposed facility on Valley Boulevard is equipped for on site propane fueling and will be our primary fueling location.



As a professional transportation provider for more than 50 years, First Transit is fully qualified to perform the County's Services as outlined in the RFP. First Transit will be responsible for the performance of all work under the contract, and we do not anticipate the use of subcontractors for the performance of services as described.



We have reviewed the County's requirements for the provision of vehicles and maintenance for the Services and have research options for our procurement of fleet vehicles. The following sections outlined our proposed plan for the Service fleet.

Vehicles

The County currently provides three vehicles (two for revenue service plus one spare) for the operation of the Los Nietos service. Although this arrangement may continue under the new contract, the County has indicated that the contractor may be required to provide the vehicles. Therefore, the County has requested that proposers submit two price proposals; one based on the contractor providing three vehicles, the other based on the County providing vehicles.

First Transit proposes to purchase new vehicles for the Services as follows.

Number of Vehicles	Type	Make/Model
3	Cutaways	2007 ElDorado Aerotech 240 -LPG powered

These vehicles will be fully ADA compliant and State of California DMV and Air Resources Board compliant. Further information follows this section of the proposal. These vehicles will be delivered and placed into service within nine months of the date of contract award. Prior to the delivery of the new vehicles, First Transit will utilize an interim fleet consisting of three similar vehicles, which will be maintained in compliance with County standards.

Maintenance Program

To achieve the goal of maintaining a positive image for the system, it will be imperative that vehicles be well maintained – minimizing any potential for breakdowns. To build customer ridership, service must be dependable, clean and comfortable.

First Transit's proven fleet maintenance practices produce efficient, cost-effective, safe and clean vehicles. First Transit maintains more than 5,000 vehicles, nationwide. We have extensive experience in maintaining all makes and models of transit equipment in many different applications.

First Transit uses proven maintenance practices based upon OEM standards and also encourages our technicians and managers to suggest innovative ideas for improved safety and performance. After testing and acceptance in real world situations, these innovations are then incorporated into our maintenance philosophy and adopted throughout the company. Our well-trained, professional employees have helped mold our principles, standards and procedures.

As outlined in the County's RFP, First Transit will be responsible for the following maintenance activities.



- Provide all necessary and appropriate physical upkeep, maintenance, and repair for vehicles utilized in conjunction with the system in compliance with CHP and DMV regulations, and for maintaining the appearance of all system vehicles so that they are properly groomed and appropriately marked and identified.
- Provide all parts, materials, tires, lubricants, fluids, oils, and procedures in compliance with or exceeding original equipment manufacturer specifications.
- Maintain appropriate service records for all vehicles used in the provision of service and records documenting that this work has been done.
- Maintain routine daily vehicle safety and service logs as to each vehicle used in the direct provision of transportation services.
- Operate vehicles that have functioning air conditioning as well as wheelchair tie-downs.
- Be responsible for vehicle fueling and all costs related therein.

First Transit abides by the following guiding principles for successful maintenance.

- The most cost effective and efficient approach to maintenance is to make every repair according to OEM standards. Cutting corners or deferring repairs will only increase costs and cause additional problems in a maintenance department.
- Preventive maintenance is the backbone of a good maintenance program. We have spent hundreds of hours developing and improving our standard preventive maintenance program; this is an on-going process.
- The use of well-trained and skilled technicians leads to accurate problem diagnosis, reduced repair costs, and increased vehicle availability.
- Complete and accurate records of all maintenance activity enable rational and logical decisions regarding fleet vehicles and equipment to be made.
- Timely and accurate progress reporting permits management to assess performance.
- Empowering each employee with the responsibility for quality control, improves the employee's morale and productivity, increases the drive for quality of work, and reduces the occurrence of repeat repairs. All of which result in increased fleet vehicles and equipment availability.
- Clearly stated performance standards establish shared quality expectations and serve as a guide for management.
- Tracking inventory by individual part and individual repair effort, results in proactive inventory management and historically based inventory stock levels.

The following sections provide further information as to our standard maintenance programs and procedures. Each of these will be tailored to meet and exceed the standards established by the County as well as comply with all applicable regulatory requirements for safe vehicle operation.



Scheduled Maintenance

The First Transit maintenance effort starts with a strong Preventive Maintenance (PM) system designed to protect the capital investment in the fleet, ensure superior fleet availability, a consistently high level of reliability and maximum safe operating conditions.

The First Transit preventive maintenance program has evolved in recent years. We started with the PM program used by Ryder System, our former parent company. We then gathered a cross-functional team of maintenance support staff, senior managers, bus manufacturers, engine and transmission vendors, and PM technicians to review, enhance and improve our PM procedures.

First Transit then modified and updated the program to meet current Transit industry maintenance practices. The result is an easy to understand, complete, and effective PM program. All check sheets are backed up with detailed procedures and instructions to ensure a complete and consistent inspection. The procedures are in Word and Excel formats so they can be customized with the help of the maintenance support staff to meet varied contracts and operating conditions.

First Transit has also developed a PM manual for use by all of our Transit Management and Transit Contracting maintenance shops. The "Consistent Quality Maintenance Manual" (CQM) contains all of the forms, policies, standards and procedures to support a quality preventive maintenance program.

The PM inspection is the cornerstone of First Transit's maintenance program. It is at the PM Inspection that the vehicle's systems and components are checked, inspected and adjusted to maintain the vehicles in a like new condition (less normal wear and tear), and according to OEM configuration.

First Transit selects a vehicle for a PM inspection based upon the daily mileage obtained through computerized records. The mileage window targeted is ± 500 miles since the last PMI. This mileage window can vary based on industry-standard mileage estimates or manufacturer's requirements for the specific vehicle. First Transit's Quality Control program will monitor the achievement of the vehicle's target using Statistical Process Control (SPC).

The PM inspections will be conducted in compliance with RFP requirements as outlined for both the County-owned and First Transit provided vehicles. PM services and inspections will be compliant with Title 13 – California Code of Regulations, Title 49 – Code of Federal Regulations, and the California Vehicle Code.

The First Transit preventive maintenance program goes the extra step to ensure a reliable transportation program. Work orders, PMI Reports, and our Maintenance Management System are used to document our performance of the preventive maintenance process and to ensure safe and reliable vehicles are placed into service.



The dispatch staff will have a weekly schedule of vehicles to be considered out of service for PM inspections. Dispatch will work directly with maintenance to ensure certainty of available vehicles provided each evening for assignment the next day. A formal ready list will be provided via e-mail or facsimile as vehicles are ready. Supervisors will add this to their evening ready list. The combined ready list provides a greater number of vehicles than required for the peak to enable switch-outs in the morning if drivers discover defects during their pre-trip inspections. We are confident in the effectiveness of this approach as we provide maintenance in this manner at several of our operating locations as it provides the opportunity to be more cost effective.

When a vehicle is scheduled for a PM inspection, First Transit assigns the vehicle to a trained and qualified technician who performs the PM inspection. After the inspection is complete, a list of follow-up repairs is assigned to various specialized technicians who complete the repairs. After all the follow-up repairs are performed, vehicles are released for revenue service. Our goal is to minimize the downtime and maximize the reliability of vehicles in service. Several sample PM inspection activities are discussed on the following pages.

Electronic Preventive Maintenance

First Transit has developed a systematic electronic data inspection process called EPM (Electronic Preventive Maintenance). The program uses preset reports and queries to identify trends in the fleet or on a particular vehicle. This gives the PM technician the information needed to perform a better PM. The EPM can be performed at the vehicle, fleet, location or company level. The inspections can be performed by technicians, Maintenance Managers, Region Maintenance Managers and the Vice President of Maintenance. All levels of the company are required to perform EPMs on a regular basis.

Air-Conditioning/Heating Program

Preventive maintenance for the climate control systems – heating and air conditioning – is performed at the proper PM Inspection intervals in accordance with the preventive maintenance recommendations of the manufacturers of the heating and air conditioning systems. The entire active fleet will contain fully operational air conditioning and heating systems at all times throughout the year.

First Transit's extensive preventive maintenance program includes specific procedures for the climate control system. The written program meets or exceeds the manufacturer's recommended PM program and includes the following components.

- Safety;
- Shop tools required;
- Inspection – visual inspection, system diagnostics, component operation, leak testing, component replacement, component servicing, component cleaning; and
- Documentation.



Air-conditioning repairs are made in accordance with all applicable regulations including those outlined in the Clean Air Act of 1990 including, but not limited to, the use of certified mechanics, an approved Freon recovery system, and the tracking of Freon used for each repair.

Wheelchair Lift Program

Because of historical demands associated with the wheelchair lift apparatus and technology, significant effort is dedicated to keeping the wheelchair lift operational. At each PM inspection, technicians lube the lift and perform a comprehensive inspection of the lift. The technician looks for structural deficiencies and hydraulic leaks. In addition, operation of the platform, sensors, barrier, and controls are checked along with the condition of the securement devices.

Most importantly, all lifts will be cycled daily before a vehicle enters service. Drivers report all lift malfunctions. Vehicles with inoperable lifts are not placed into revenue service.

Brake Program

An inspection of brakes, and adjustment if necessary, is made during the PM inspection. Any defects detected on a brake system, or any other safety-related system, are corrected prior to the vehicle being placed back into service. After all brake system repairs (as well as other major vehicle repairs) are completed, the brake system is tested to ensure its proper operation. It is First Transit's policy to use only OEM quality parts and repair practices to maintain our brakes.

As required by the County, brake inspections on air brake systems shall occur every 45 calendar days or more frequently in accordance with the number of miles the vehicles was in operation since the prior inspection.

Fluid Replacement and Lubrication

All lubrication, oil, and filter change intervals will be performed in accordance with OEM and County specifications. Engine oil and filters shall be changed pursuant to the Maintenance Matrix provided by the County. Shorter oil change intervals will occur if required by the engine OEM. First Transit's preventive maintenance intervals are further described above.

Engine and transmission oils will be delivered for analysis to a County approved analysis facility for processing according to the maintenance schedules. First Transit will notify the County's Contract Manager at least seven calendar days in advance of the oil sampling dates.

Driver Inspections

In between PM inspections, drivers perform daily pre-trip inspections that are designed to spot safety or other items requiring immediate attention such as air leaks, fluid leaks, burnt-



out light bulbs, graffiti, and body damage. The driver notes any defects onto a Drivers' Vehicle Condition Report (DVCR) so First Transit can respond.

Operations supervisors collect all DVCRs during PM pull-ins. A quick inspection of the vehicle for visible repairs is made as well as a review of the DVCR. This is performed so the road supervisor can document any additional information needed and, if necessary, instruct the driver to place the vehicle out of service for repairs to be made prior to the next pullout. The driver's inspection includes:

- Directional signals and flashers;
- Headlights;
- Brake lights and tail lights;
- Windshield wipers/washers;
- Interior lights;
- Horns;
- Parking brake;
- Door operation;
- Air conditioner/heater/defroster;
- Tires and steering;
- Radio for communication dispatch offices;
- Body's exterior, interior and associated equipment and supplies;
- Transmission and engine operation;
- Check windshield for cracks;
- Wheels/lugs; and
- Vehicle cleanliness.

General Repair Services

In addition to First Transit's preventive maintenance program, our total maintenance program includes all other general repair work. All repairs are performed in a manner consistent with industry standards.

First Transit does not remove a vehicle from peak-period use except to conduct necessary repairs. First Transit will use the Los Angeles facility, or an equipment manufacturer approved service provider during the effective warranty period, to perform the following vehicle maintenance and repair activities:

- Plan and schedule all maintenance actions to ensure minimum vehicle downtime;
- Diagnose maintenance and repair needs;
- Perform required maintenance and repair;
- Ensure that maintenance and repair actions are performed in a safe, reliable, and cost-effective manner; and
- Accomplish maintenance and repair actions with maximum productivity and quality of work.



Warranty Work

Warranty information will be tracked through First Transit's Firstbase information system as described below. First Transit will diligently follow the preventive maintenance program so any warranty coverage of any County-owned vehicle is not lessened or invalidated.

Parts Inventory Management

First Transit's goal is to always have high quality parts available for technicians to make repairs as they are needed. To accomplish this goal, we use the following basic principles.

- Use only OEM quality parts. Just as we strive to cultivate partnerships with our customers, we work to do the same with our vendors. First Transit has over 60 vendors we have set up Corporate Purchase Agreements or CPA. This relationship ensures that we get quality parts, good service and fair pricing. Some examples of the companies we have CPAs with are; Exxon/Mobil, Interstate Batteries, Michelin, Bridgestone, MCI Parts, Eldorado National, Baldwin Filters, Navistar and Freightliner.
- Proactively manage stocking levels. We use Firstbase as a tool to manage our inventory. We set every part in the system with a preferred vendor, a backup vendor, alternate part numbers, reorder points, and restocking levels. Minimum order points are based on usage and the time it takes to receive an order.
- Organized parts rooms. All parts that come in are received in Firstbase. The system will generate a bar code for the part and bin. The part is placed in a parts bin. The bins are arranged in VMRS code order. This ensures that all like parts are grouped together.
- Scheduled inventories. Every First Transit location performs a physical inventory twice a year. Outside auditing firms randomly certify the physical counts. We also perform cycle counts. Every location must count a percentage of their inventory weekly.
- Make data driven decisions. We perform monthly inventory audits from the corporate office. We look at CPA usage, stocking levels, parts usage, out of stock items, and unproductive inventory. The location uses this tool to improve their buying and stocking habits.

Fleet Assessment and Quality Control

Fleet assessment is ongoing and addresses the condition of individual vehicles in the fleet. It is First Transit's company policy that we will re-inspect five percent (minimum) of all PM inspections. The assessment includes an evaluation of the condition of the vehicle and the identification of any maintenance activity required to bring the vehicle into compliance with state-of-readiness and generally accepted fleet standards. We have forms and procedures in writing to facilitate and organize this process.

This re-inspection also serves as an opportunity to provide feedback to technicians regarding the quality of the work they are performing. In addition, the Region Maintenance Manager facilitates a major vehicle mechanical condition inspection and assessment for the fleet on an annual basis.



Through the use of both the driver pre-trip inspection process and management review, First Transit will ensure that all vehicles placed into service comply with all applicable state and federal laws for commercial vehicles carrying passengers in California.

First Transit's Project Manager will take a direct interest in and responsibility for the appearance of the Service's fleet. All body damage, interior and exterior, is reported to the Manager, who will personally inspect the fleet and then notify the County of any major damage. The purpose of this process is to not only identify specific items in need of attention, but to lend high profile attention to fleet condition. Additionally, First Transit will institute a program of vehicle appearance inspections, which will include random in-service assessments of vehicle appearance.

A First Transit Safety Manager from our corporate maintenance staff will perform an annual shop audit. This audit and the maintenance program update will ensure our compliance with contractual requirements, First Transit maintenance standards, and local, California, and federal regulations. This audit will be performed annually with a 90-day follow up inspection.

First Transit welcomes periodic inspections, with or without prior notice, of the Service fleet and/or First Transit maintenance records and procedures from authorized representatives of the County. Our maintenance information system, as discussed below, is accessible at any time by the County.

Vehicle Maintenance Information Systems

First Transit uses Firstbase Maintenance Information System, a state-of-the-art system with impressive capabilities. Firstbase captures and supplies critical data to support management decisions, such as establishing an equipment replacement program.

Good maintenance management decisions are based on accurate and reliable information. To ensure accurate and reliable data, we looked for a computer-based equipment management system that was designed to enhance equipment management capability. In addition, First Transit needed a system that would focus on information properly structured to improve the quality and productivity of equipment services. Our search was successful and we acquired the Firstbase Maintenance Information System.

The following design characteristics of Firstbase make it especially responsive to the needs of both First Transit and the County. It is a fully integrated system that will simultaneously track and monitor the following.

- Preventive maintenance
- Repairs
- Parts inventory
- Technician productivity
- Vendors for outside repair
- Fuel and oil consumption and efficiency



- Overhead costs
- Personnel and time sheet records
- Data validation checks at data input
- Status reporting
- Completed work orders
- Work orders in process
- Delays and reasons for delays
- On-line query capability for all data fields
- Tailored reporting
- Customer-aggregated summary reports
- Exception reports
- Electronic data transfer capability of electronic fuel data to the system's vehicle history files.

The design philosophy behind the system is simple: the computer is used as a tool to accept and edit raw data and to produce displays and reports. This information gives all levels of management the information needed to plan for future needs and to successfully manage fleets on a timely basis.

Firstbase provides well-structured management information to facilitate good decision-making, to support decisions with proper data, and to demonstrate positive results. The system produces more than just reports of cost and past events. The system has been designed to be people-oriented and people-responsible.

The system's analytical reports include multiple levels of reporting. The system has been designed to produce concise and complete reports that will aid line and management personnel in performing their duties. The lowest level always contains the supporting detail. The next level of report is a summary designed for line management and a third tier of reports supports higher-level management.

The monthly reports are consolidated into a database that is available on our maintenance web site. The Manager reviews each report and compares the statistics to other locations and compares the data to the locations history to look for trends. The trend analyses serve many functions. It gives us feedback on our PM program, to ensure timeliness and quality. We monitor inventory variances, personnel levels, training and productivity. These benchmarks are not used to punish the manager for bad results, but to encourage the manager to report real numbers so we can send the corporate support necessary to correct any maintenance deficiency.

All road calls are also entered into the web site database. Reports can be generated from the database that will spot problematic systems, repeat repairs, problem operators, problem buses and miles between road calls for each vehicle. The management information system reports that First Transit has access to include the following.



- Monthly preventive maintenance reports
- Total maintenance costs to date; time to process, entry to completion of work on vehicle
- Special billing reports
- Number of work orders
- Number of service calls
- Number of vehicles receiving PM
- Downtime by vehicle category
- Total cumulative and detail records of all subcontract work
- Summary and detail reports on work orders
- Exception reports
- Excessive costs
- Inventory analyses
- Work analyses
- Employee performance measurement
- Vehicle replacement analyses and recommendations
- Development of vehicle and equipment specifications

First Transit administrative personnel prepare data for entry, perform data entry for the Firstbase system, conduct analyses and generate reports.

Among the areas that can be analyzed and managed via Firstbase are the following.

Task Scheduling for Preventive and Predictive Maintenance

Users can schedule PM automatically based on processes defined for vehicle classes or individual units. An associated report can document equipment due for PM and sort it by company, region, department, or location. The system can also separate tasks by priority, such as critical work orders and routine tasks. This level of scheduling precision can help reduce vehicle downtime by ensuring regular PMs while allowing for escalation of critical repairs.

Fuel Management

Firstbase can integrate with leading fuel-management systems to report onsite fuel inventory, support data capture for off-site fuel purchases, and manage use of fuel on revenue versus non-revenue vehicles.

Warranty and Road Call Management

Firstbase allows fleet organizations to easily track warranties, recall campaigns and related data. For instance, users can query the database by VIN for units that are affected by specific road calls and issue appropriate work orders. The system also allows great flexibility in defining how warranty data is managed. Once again, an important component as all revenue vehicles will be ordered new and will include a specified warranty period.



Parts Inventory

Firstbase includes comprehensive parts inventory data management that supports purchasing, inventory tracking and transfer, location-level data, and similar information.

Fleet Performance Reporting

Firstbase can generate real-time, on-screen reports in several industry-standard categories, such as cost per mile and fuel consumption. The application can also generate reports on such categories as costs per vehicle, driver, location, and equipment type. These reports are also an essential tool for planning vehicle lifecycle optimization and replacement timelines.

With its comprehensive range of reports and capturing of all critical fleet data, Firstbase is an indispensable part of First Transit's turnkey fleet management services.

Benchmarking

At the close of every month, the maintenance department reports over 30 performance statistics via our web site, www.themaintenanceoffice.com. These numbers are entered into a database so the results can be analyzed. To identify trends, we compare the numbers with previous months. We then compare the numbers to the performance at other locations to see what improvements can be made. The purpose of this exercise is to identify problems early so we can identify the resources needed to correct a potential problem before it affects the operation.

Ease of Use

Firstbase is an asset lifecycle management application optimized for the needs of fleet managers. When deployed in a fleet management operation, Firstbase can help end-users capture and analyze mission-critical data about their fleet. The program includes the following key features.

Friendly Web Interface

Firstbase is the only fully web-architected fleet information system on the market. Users can access Firstbase via any industry-standard web browser on any operating system. This reduces hardware costs by allowing you to use your current desktop setup. The web interface also means that you can access your data anywhere, anytime.

Seamless Integration with Handheld Devices

Firstbase interfaces easily with handheld devices powered by Windows CE, which gives the technicians the power of mobility. Using handheld devices over a wired or wireless connection, technicians have full access to all Firstbase data on road calls, yard checks, and other work sites away from a garage computer/workstation.



Powered by the Enterprise-Level Oracle Database

Behind Firstbase's intuitive web interface is a robust enterprise relational database developed by Oracle, the industry leader in relational database management systems (RDBMS).

Firstbase' ease and power of use mean that end users can quickly begin analyzing a wide range of information about the fleet, which can improve and accelerate critical management decisions about the fleet. All data modules are fully compliant with VMRS coding, automatically generated by Firstbase to reduce data entry by end users.

Vehicle Cleaning

First Transit will be responsible for the cleaning of the Service fleet in such a manner as to present a professional, enjoyable riding experience. We will maintain an up-to-date record of all washing and major cleaning.

As required by the County's RFP, vehicle cleaning will include the following.

Vehicle Interior

The interior of all vehicles will be kept free of litter and debris to the maximum practicable extent throughout the operating day. Drivers will perform a walk through of the vehicle during the pre-trip and post-trip inspections and during any layover time and will pick up any trash at this time.

Vehicles will be swept, mopped, and dusted daily. Interior panels, windows, and upholstery will be cleaned of marks as necessary. The interiors of all vehicles will be thoroughly washed at least once per week including all windows, seats, floor, stanchions, and grab rails. All foreign matter, such as gum, grease, dirt, and graffiti will be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery will be repaired in a professional manner immediately upon discovery. Any Service vehicle so damaged will not be returned to revenue service until the seat upholstery has been repaired. Ceilings and walls will be thoroughly cleaned weekly or more often as necessary to maintain a clean appearance and maximize visibility.

First Transit will ensure that the interiors of vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation and take such steps as are necessary to exterminate said pests in the event that they occur in the vehicles. The interior passenger compartments of vehicles will be free of fumes from the engine, engine compartment, and exhaust system of vehicles.

Vehicle Exterior

The exteriors of all vehicles will be washed every other day during dry conditions and every day during rainy conditions to maintain a clean, inviting appearance. The exterior washing will include vehicle body, all windows, and wheels. All rubber or vinyl exterior components, such as tires, bumper fascia, fender skirts, and door edge guards, will be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.



Graffiti

First Transit and the County have a zero tolerance for graffiti. Any Service vehicle that is vandalized with graffiti will be removed from revenue Service upon its return to the transfer point. The vandalized vehicle will have the graffiti removed before being returned to revenue Service. First Transit will provide a spare vehicle with working air conditioning within thirty minutes.

During each driver's pre-trip inspection, the vehicle will be checked for cleanliness and any issues noted will be reported to the dispatch staff. The Maintenance Foreman will spot check vehicles for adherence to County and First Transit standards.

Maintenance Summary

As you can see, the whole First Transit team, including managers, technicians, dispatchers, and drivers work together in a proven system to be proactive in our maintenance effort. The benefits of our Maintenance Program are significant and include the following.

- Reduced overall maintenance costs.
- Reduced parts costs in future years due to fewer unscheduled repairs.
- Improved vehicle availability as a result of non-crises management.
- Lengthened useful life of vehicles due to systematic care of vehicles.
- Reduced need for capital improvement funds because vehicles will last longer.
- Provision of seamless service to your customers.





Creative Bus Sales, Inc.

www.creativebussales.com

(800) 326-2877 - Toll Free (909) 465-5529 - Fax

PROPOSAL

First Transit

2007 ELDORADO AEROTECH 240

LA County El Sol Shuttle

20 Passenger or 16 + 2 Wheelchairs

Chassis Features (Ford E-450/Superduty)

- ☐ 14,050 LB. GVWR
- ☐ 6.8L, Gasoline Engine
- ☐ Electronic Overdrive Automatic Transmission
- ☐ Power Steering
- ☐ Power Brakes
- ☐ Dual Batteries
- ☐ Voltmeter
- ☐ Front Air Conditioning, Heater And Defroster
- ☐ 55 Gallon Fuel Tank
- ☐ Twin I-Beam Independent Front Suspension
- ☐ LT225/75RX16D BSW All Season Radial Tires (6)
- ☐ Super Engine Cooling
- ☐ Full Instrumentation
- ☐ Seat Belt With Shoulder Harness For Driver
- ☐ Tinted Glass
- ☐ Intermittent Wipers
- ☐ Electric Horn
- ☐ Inside Hood Release
- ☐ Door Courtesy Light Switches
- ☐ 4.10 Ratio Rear Axle

Body Features: Aerotech 240

- ☐ Steel Reinforced Composite Body Construction
- ☐ Safety Stanchions
- ☐ 41" X 29" Tinted T-Slide Windows
- ☐ Fully Adjustable Track Seating
- ☐ Front And Rear Mud Flaps
- ☐ Driver's Control Console (In-Dash)
- ☐ 36" Entry Door
- ☐ Lighted Stepwell
- ☐ White Step Nosing
- ☐ Interior Courtesy Lights
- ☐ Steel Subfloor Structure
- ☐ 3/4" Exterior Grade Plywood Floor

13501 Benson Avenue • Chino, CA 91710-5231

Phone: (909) 465-5528 • Fax: (909) 465-5529 • www.creativebussales.com

Body Features: Aerotech 240 (Continued)

- ☐ Rubber Floor Covering
- ☐ Drive Shaft Guard, Heavy Duty Rear Bumper
- ☐ Entry Grab Rails With Modesty Panel
- ☐ 20" X 60" Rear Exit Window
- ☐ Driver's Sunvisor, Interior / Exterior Driver's Mirror
- ☐ Interior Safety Decals
- ☐ Number, Color, Function Coded Wiring
- ☐ Exterior Light Package

Additional Options Included In Pricing

- Perimeter or Forward Facing Seats Mid Hi Back Seats - Vinyl
- (2) Double Rear Flip Seats
- **200 Amp Alternator**
- Electric 36" Entry Door
- 80,500 BTU Air Conditioning System - Front/Rear
- 35,000 BTU Rear Heater
- Slide-Out Battery Tray
- AM/FM/CD with **PA System**
- **"Stop Request" System - Front/Side Electric Roller Signs**
- **Farebox w/2 Vaults**
- ILIS Gateway Electronic Interlock
- Back-Up Alarm
- Right and Left Entry Assist Rails, Overhead Grabrail
- Freedman Reclining Drivers Seat w/Lumbar and Armrest
- ADA Lighting/Signage
- Parts/Electrical/Operators Manuals on CD
- One Color White Exterior Body Color.
- Fire Extinguisher, First Aid Kit, Reflector Kit.
- F.O.B. Chino, Ca

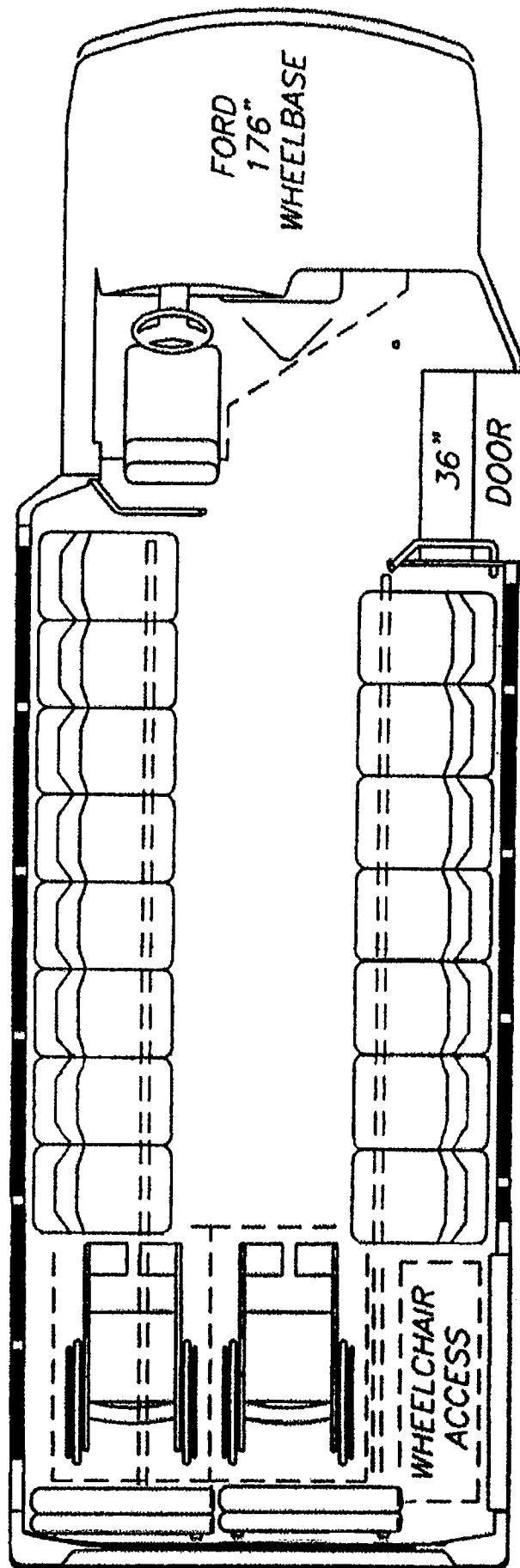
Optional LPG 50gge

Don White



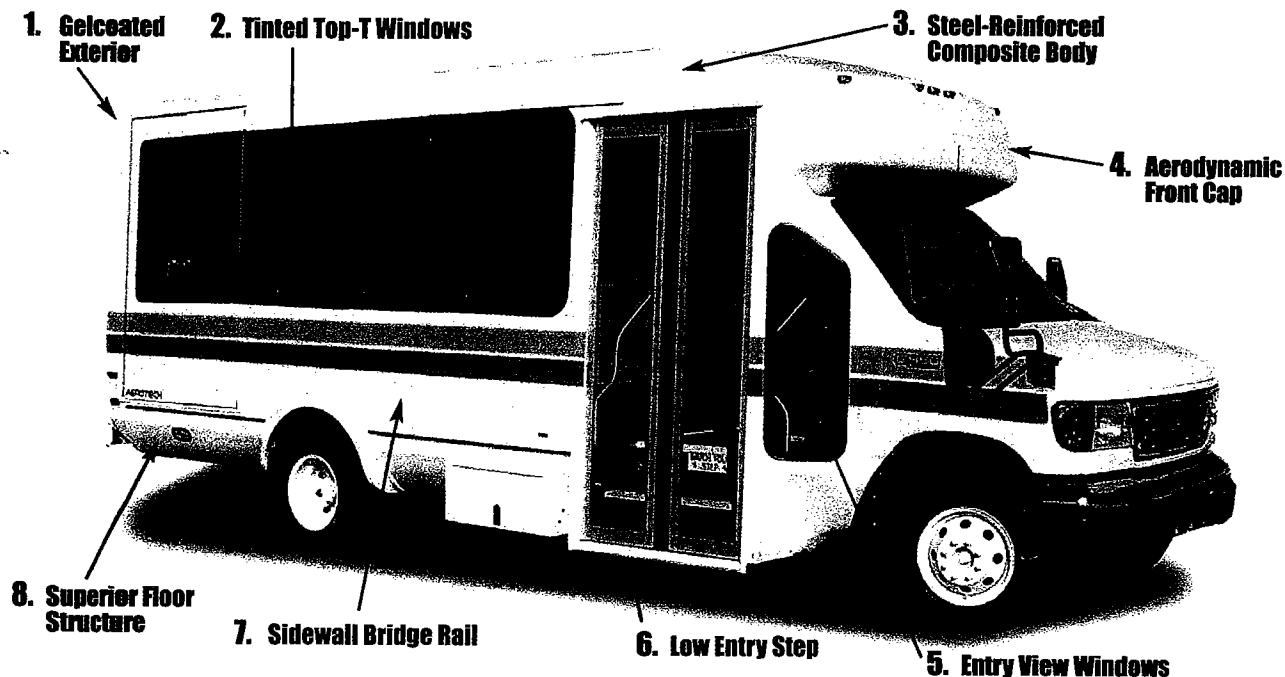
Creative Bus Sales

1-19-07



AEROTECH – Still #1

Here's why!



1. Gelcoated exterior maintains its new look for the life of the vehicle and absorbs temperature at a much lower rate than metal, making the bus easier to heat and cool.
2. Tinted windows with GL20 glass reduce heat, glare and ultraviolet rays. Vent panels at the top allow maximum ventilation and discourage passengers from placing hands or arms outside the vehicle.
3. Steel reinforced composite body has twice the strength-to-weight ratio of an all-steel frame structure. To demonstrate this superior strength, the Aerotech is the only commercial cutaway bus to be crash tested.
4. Aerodynamic front cap section accommodates all types of signage with letter height up to 12". Area can also provide a large, lockable storage compartment or additional passenger forward viewing.
5. View windows forward of entry door give driver over 2½ square feet of visibility of oncoming traffic or boarding passengers.
6. Low ground to first entry step with standard white step nosing allows easy and safe passenger entry and exit.
7. Our exclusive sidewall bridge rail provides superior side impact resistance while accommodating the standard track seating system.
8. Floor structure has been tested to measure flexural strength and load bearing capability up to 20 tons without appreciable deflection and no distortion. This means a longer vehicle life.

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www.enconline.com

Prior to the implementation of Services, First Transit will supply the County with copies of valid State of California DMV Class B (and appropriate endorsements) drivers' licenses and copies of valid DMV Medical Examination Certificates as well as any other required licenses or endorsements required by federal, State, and local regulations for each applicable employee or affiliate. In addition, we will submit the Maintenance Foreman's ASE T-8 Preventive Maintenance Inspection (Medium/Heavy Truck) certification in compliance with the requirements of the RFP (either prior to service or within 12 months of the proposed contract start date).



Please find following this page an insurance certificate reflecting First Transit's ability to provide coverage for the County's Services. First Transit is self insured for vehicle physical damage coverage (collision and comprehensive) and a description of our insurance program is attached. Our proposed Property coverage deductibles are \$150,000 for buses and \$50,000 for all other, except Earthquake and Flood.



ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
01/17/07PRODUCER
Arthur J. Gallagher & Co. of New York
Madison Avenue
40th Floor
New York, NY 10022

1-212-994-7100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED
First Transit Inc
705 Central Ave
Cincinnati, OH 45202

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American Home Assur Co

19380

INSURER B: New Hampshire Ins Co

23841

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	GL1737923	12/31/06	12/31/07	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A		AUTOMOBILE LIABILITY	CA5273862 (MA)	12/31/06	12/31/07	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000
A		<input checked="" type="checkbox"/> ANY AUTO	CA5273859 (AOS)	12/31/06	12/31/07	
A		<input type="checkbox"/> ALL OWNED AUTOS	CA5273864 (VA)	12/31/06	12/31/07	
		<input type="checkbox"/> SCHEDULED AUTOS				
		<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	9834539	12/31/06	12/31/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1178527 (FL) & 1178583 (AOS)	12/31/06	12/31/07	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
B		ANY PROPRIETOR/PARTNER/EXECUTIVE <input checked="" type="checkbox"/> INCL OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> EXCL	117 85 30 (MA)	12/31/06	12/31/07	E.L. EACH ACCIDENT \$1,000,000
B			117 85 31 (IL,NY,WI)	12/31/06	12/31/07	E.L. DISEASE - EA EMPLOYEE \$1,000,000
B		If yes, describe under SPECIAL PROVISIONS below	117 85 29 (CA)	12/31/06	12/31/07	E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The County of Los Angeles, its political subdivisions, agencies, entities or organizations for which the Los Angeles
County Board of Supervisors is the governing body, their agents, officers and employees are shown as additional
insured as respects the general liability and automobile liability evidenced herein solely as required by written
contract with respect to the work performed by the named insured.

Re: 2007-PA002: Edmund D. Edelman Children's Court/Los Nietos Shuttle Services

CERTIFICATE HOLDER

LA County Shuttle Services
The County of Los Angeles
Administrative Services Division
Box 1460

Alhambra, CA 91802-1460

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Arthur J. Gallagher & Co. of New York, Inc.

**FIRSTGROUP AMERICA
FIRST TRANSIT, INC.
INSURANCE PROGRAM DESCRIPTION**

First Transit, Inc/FirstGroup America is insured under a Large Risk Rating Plan with a Deductible/Retention as shown below.

TYPE OF PROGRAM: Large Risk Rating Plan, Deductibles/Retention as follows:

Workers' Compensation	\$5,000,000 Each Accident or Each Person for Disease Deductible/Retention
Automobile Liability	\$5,000,000 Per Occurrence Deductible
Garage Liability	\$5,000,000 Per Occurrence Deductible
Garagekeepers Legal Liability	\$5,000,000 Per Occurrence Deductible
General Liability	\$5,000,000 Per Occurrence Deductible

The programs resemble self-insurance, holding the insured responsible for payment of all losses within the deductible, but the significant differences are:

- 1) American International Group (AIG), the largest Insurer in the world, is the insurance company that issues the Business Automobile, General Liability, Workers Compensation and Garage Liability insurance policies. Because they issue the policies, they are required to pay claims, should FirstGroup default on their obligations.
- 2) There are many safeguards in effect to protect AIG. FirstGroup America is required to post with AIG, an irrevocable Letter of Credit equal to the expected losses under the deductibles shown above. AIG holds the letter of credit and periodically reviews (actuarial assessment) the adequacy of this letter of credit against the losses that have been incurred, the Letter of Credit is then adjusted accordingly.
- 3) Gallagher Bassett, the Third Party Claims Administrator handles the claims on behalf of FirstGroup and AIG. They hold an escrow fund equal to at least 2 ½ months paid claims. FirstGroup funds this escrow continually in order that Gallagher Bassett has enough funds to settle and pay claims.

If you have any questions, please contact Jim Corej (212) 994 7057 or Judy Leo (212) 994 7024 at Arthur J. Gallagher.

PROPRIETARY/CONFIDENTIAL

First Transit will comply with State of California and federal labor regulations and record keeping requirements. We operate transit services throughout the State of California, including eleven in Southern California alone, so we are very familiar with local, county and state-wide regulations that affect our employees. Operational records are gathered on site at each operating location for review and retention. Payroll information is submitted electronically to ADP services for processing and check issuance. Further information indicative of our operations and as requested follows.

Discuss how employee hours actually worked are tracked. The detailed explanation should include:

Where do firm's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is firm's practice/process, when does the firm consider the employees' shift to have started? At a central site or upon arrival at the work location?

All employees will report to the facility located at 5357 Valley Boulevard, Los Angeles.

How does firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method.

Employees check in with dispatch at the beginning of each shift for review of uniform/appearance. They then report to the yard (to begin pre-trip inspection) and call in via Nextel when inspections are initiated. Driving staff is paid for a reasonable time to perform pre-trip and post-trip inspections.

What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records, and what are they checking for? What happens to these records? Are they used as a source document to create firm's payroll?

A copy of a sample time sheet – Weekly Labor Time Reporting Form – to be created is included following this section. This record is updated for each employee by dispatch/supervisory staff monitoring communications. All check in and checkout times – including breaks – are recorded. It is updated daily and printed weekly for employee review and signature. These forms are the source documents for payroll.

The original hard copies of these records are maintained for a minimum of three years. Electronic copies are backed up onto removable storage at least annually.

If the records created in response to subsection A.12.iii. above are not used to create payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document, and what do they compare it with prior to approving the source document?

The document created above is prepared by dispatch/supervisory staff and verified by the employee and used as a source document for payroll. Management staff reviews staff payroll



weekly as part of key performance indicator review to determine whether regular and overtime hours are consistent with service parameters.

How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?

Driver breaks are monitored by dispatch/supervisory staff and by the on-site manager. Drivers are required to call in start and end times for each break.

Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:

How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? Provide a copy of a check and check stub (cover up or block out bank account information) that shows deduction categories.

First Transit uses ADP payroll (or similar) service for the issuance of employee payroll checks. The employee will receive a single check for straight time and overtime hours. Employees typically have the option of receiving a check or having funds delivered via direct deposit to their financial institution. In either case, the check and/or pay stub reflecting gross pay and itemized deductions is sent to the location manager for review and distribution to the employee. A sample pay stub follows this section.

If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

Not applicable – First Transit uses an automated payroll system.

If firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program, or does someone have to override the system to perform the calculation?

As previously discussed, First Transit uses its Weekly Labor Time Reporting Form to record actual hours. The automated payroll system provides separate coding for straight and overtime hours as well as any vacation, sick or unpaid leave, which enables multiple pay rates for a single employee. The person performing data entry begins the process by review of the employee's time sheet to note whether overtime has been earned. Hours, pay codes, and pay rates are entered into a computerized form for electronic submission to the payroll service.



The payroll service automatically generates the employee's pay – either check or direct deposit – and mails the check and/or deduction stub to the location manager for distribution.

The payroll service also submits to the First Transit location an electronic spreadsheet, which includes functions for generating reports such as summary information for the entire location, and average pay rates as well as the ability to review individual employee records.

How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate, and 2) during a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

Wages paid for actual hours worked. This includes hours behind the wheel as well as for 15 minutes before and after work assignments completed for pre- and post-trip inspections.

The travel scenario depicted above is not applicable to this contract.

How does the firm calculate overtime wages? What if the employee has multiple wage rates?

Overtime is typically calculated based upon a 40 hour work week. Hours in excess of 40 per week are paid at time and a half. However, this varies depending on local laws and the existence of collective bargaining agreements. Typically, an employee will not have multiple wage rates; however, as described above, our payroll system is capable of handling multiple pay codes and rates.



[illegible]

Approval Signature

First Transit

705 CENTRAL AVENUE
SUITE 500
CINCINNATI, OHIO 45202

Earnings Statement



Period Beginning: 11/16/2006
Period Ending: 11/30/2006
Pay Date: 11/30/2006

Taxable Marital Status:
Exemptions/Allowances:
Federal:
NY:

Social Security Number:

earnings	rate	hours	this period	year to date
regular				
bonus				

Gross Pay

deductions	Statutory
	Federal Income Tax
	Social Security Tax
	Medicare Tax
	NY State Income Tax

Other
Dental Pretax
Medical Pretax
Savings 1

Net Pay \$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are

Your NY taxable wages this period are

First Transit

705 CENTRAL AVENUE
SUITE 500
CINCINNATI, OHIO 45202

Advice number:
Pay date: 11/30/2006

Deposited to the account of _____ account number _____ transit ABA _____ amount _____

VOID AFTER 90 DAYS

THIS IS NOT A CHECK

NON-NEGOTIABLE

Please find following this page the required forms and certifications including the following.

- PW-1 Verification of Proposal
- PW-2 Schedule of Prices
- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-6 Proposer's Reference List
- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-8 List of Subcontractors (not applicable)
- PW-9 Request for Local Small Business Enterprise Preference Program Consideration (not applicable) and CBE Firm/Organization Information Form
- PW-10 GAIN/GROW Employment Commitment
- PW-11 Transportation Form to Request an RFP Solicitation Requirements Review (not applicable)
- PW-12 Charitable Contributions Certification
- LW-2 Living Wage Ordinance – Application for Exemption (not applicable)
- LW-3 Contractor Living Wage Declaration
- LW-4 Living Wage Acknowledgment and Statement of Compliance
- LW-5 Labor/Payroll/Debarment History
- LW-7 Proposer's Medical Plan Coverage
- LW-8 Proposer's Cost Methodology

In addition, as required by Addendum 2, we have included the following.

- PW-4.2 – Proposer's Driver Safety Record
- PW-13 – Displaced Transit Employee Declaration



VERIFICATION OF PROPOSAL

DATE: Jan. 17, 2007		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE:		Edmund D. Edelman Children's Court/Los Nietos Shuttle Service (2007-PA002)	
DECLARANT INFORMATION			
3. NAME OF DECLARANT:		Richard A. Dunning	
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: Senior Vice President			
PROPOSER INFORMATION			
6. Proposer's full legal name:		First Transit, Inc.	
Address:		705 Central Ave., Suite 300, Cincinnati, OH 45202	
e-mail: <small>nick.dunning@firstgroupamerica.com</small>	County WebVen No.:	IRS No.:	Telephone No.: 513-684-8734
	13676601	23-1716119	Fax No.: 513-684-8852
7. Proposer's fictitious business name(s) or dba(s) (if any):		n.a.	
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: Cincinnati, Ohio		
	State of incorporation:	Delaware	Year incorporated: 1969
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) First Transit, Inc.	Title Proposer	Phone 513-684-8734	Fax 513-684-8852
Street 705 Central Ave., Suite 300	City Cincinnati	State Ohio	Zip 45202
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes, name of parent firm: FirstGroup America, Inc.			
State of incorporation/registration of parent firm: Florida			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s):		Year of name change:	
Name(s):		Year of name change:	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name:			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
CHECK ONE:		<input type="checkbox"/> (a) I am making these representations on my personal knowledge; OR	
		<input checked="" type="checkbox"/> (b) I am making these representations based on information and belief that they are true.	
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Proposer or Authorized Agent:			Date: 1-17-07
Type name and title: Richard A. Dunning, Senior Vice President			

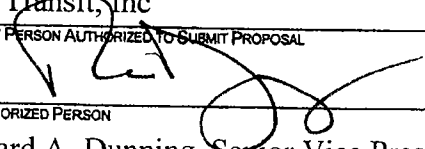
SCHEDULE OF PRICES

FOR

EDMUND D. EDELMAN CHILDREN'S COURT/LOS NIETOS SHUTTLE SERVICE (2007-PA002)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. Prices shall include overtime, holidays, administrative costs, salary and employee benefits, equipment, uniforms, etc. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	UNIT	CONTRACTOR HOURLY VEHICLE RATE	ANNUAL PRICE
Edmund D. Edelman Children's Court/ Los Nietos Shuttle Service Hours for Contractor-Provided Vehicles	4,756 hrs/yr	\$ 60.22	286,406.32
Edmund D. Edelman Children's Court/ Los Nietos Shuttle Service Hours for 3 County-Provided Vehicles	4,756 hrs/yr	\$ 49.99	237,754
Total Annual Proposed Price =			\$

LEGAL NAME OF PROPOSER First Transit, Inc		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Richard A. Dunning, Senior Vice President		
DATE 1-17-07	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS: 705 Central Avenue, Suite 300 Cincinnati, Ohio 45202		
PHONE 513-684-8734	FACSIMILE 513-684-8852	E-MAIL rick.dunning@firstgroupamerica.com

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	First Transit, Inc.		
Company Address:	705 Central Ave., Suite 300		
City:	Cincinnati	State:	Ohio Zip Code: 45202
Telephone Number:	513-684-8734		
(Type of Goods or Services):	Transportation management and operation		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.


"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Richard A. Dunning	Title: Senior Vice President
Signature: 	Date: 1-17-07

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: First Transit Inc.
 SERVICE BY PROPOSER Edmund D. Edelman Children's Court/Los Nietos Shuttle Service (2007-PA002)
 PROPOSAL DATE: 1-25-07

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

"Current Year" Information as of November 30, 2006
5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts	13	14	20	21	21	21*	20
2. Total dollar amount of Contracts (in thousands of dollars)	\$56,000	\$64,000	\$91,000	110,000	110,000	\$431,000	\$60,000
3. Number of fatalities	0	0	0	0	0	0	0
4. Number of lost workday cases	72	61	75	90	104	402	83
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	*	*	*	*	20		5
6. Number of lost workdays	*	*	4,669	4,960	4,798		248

*Records not previously maintained in a manner as to allow for retrieval of this information in a summary format. The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Richard A. Dunning
 Name of Proposer or Authorized Agent (print)

Signature

1-17-07
 Date

PROPOSER'S DRIVER SAFETY RECORD

This information must be included by all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five (5) calendar years. Information for the current calendar year, prior to the date of proposal submittal, shall also be provided. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual Proposer. The Proposer may attach any additional information or explanation of date, which he/she would like taken into consideration in evaluating this driver's safety.

The Proposer shall provide the number of National Transit Database (NTD) reportable accidents and fires, the total number of Revenue Service Miles during each of the last five years. The Proposer shall provide the cumulative number of NTD reportable accidents and fires, and the total number of Revenue Service Miles during the past five calendar years. The NTD uses the Federal Transportation Authority's definition of a reportable accident, which is:

- Injuries requiring immediate medical attention.
- Property damage equal to or greater than \$7,500, including all damage (transit and non-transit) resulting from the accident.
- All non-arson fires that occur in a revenue service vehicle (operating in or out of revenue service).

Five-Calendar Years prior to Current Year

	2002	2003	2004	2005	2006	Total	Current Year
1 Total Bus Revenue Miles	27,092,700	35,225,435	36,884,601	36,304,026	34,313,856	169,820,628	2,598,560
2 Number of accidents/100,000 Revenue Miles	1.13	1.06	1.12	1.68	1.31	1.27	.58
3 Number of Fatalities/100,000 Revenue Miles	0	0	.0027	.0055	0	.0017	0

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

First Transit, Inc.

Name of Proposer

705 Central Avenue, Suite 300

Address

Cincinnati, Ohio

City

45202

Zip Code

Signature

CA 100967

PUC Permit Number and Classification

(513) 684-8734

Telephone Number

CONFLICT OF INTEREST CERTIFICATION

I, Richard A. Dunning

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title) Senior Vice President

of First Transit, Inc.

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

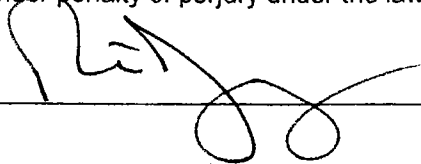
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

Date 1-17-07

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: First Transit, Inc.
 Edmund D. Edelman Children's Court/Los Nietos Shuttle Service (2007-PA002)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and email addresses before listing. Incorrect names, telephone and/or fax numbers, or email addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: MTA South Region (re-structuring of previous MTA contracts as listed)	DATES: 2005 to present
DEPT/ DISTRICT: Metropolitan Transportation Authority (MTA)	
CONTACT: Mr. Mark Maloney	
TELEPHONE: 213-922-2806	
FAX: 213-922-6987	
EMAIL: maloneym@metro.net	

SERVICE: MTA Local I	DATES: 1995 to 2005
DEPT/DISTRICT: Metropolitan Transportation Authority (MTA)	
CONTACT: Mr. Mark Maloney	
TELEPHONE: 213-922-2806	
FAX: 213-922-6987	
EMAIL: maloneym@metro.net	

SERVICE: MTA – Local II	DATES: 2002 to 2005
DEPT/ DISTRICT: Metropolitan Transportation Authority (MTA)	
CONTACT: Mr. Mark Maloney	
TELEPHONE: 213-922-2806	
FAX: 213-922-6987	
EMAIL: maloneym@metro.net	

SERVICE: MTA – San Fernando	DATES: 2003 to 2005
DEPT/DISTRICT: Metropolitan Transportation Authority (MTA)	
CONTACT: Mr. Mark Maloney	
TELEPHONE: 213-922-2806	
FAX: 213-922-6987	
EMAIL: maloneym@metro.net	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES Please see attached list.

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

FORM PW-6
OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: DASH	DATES: 1984 to Present
DEPT/DISTRICT: Alexandria Transit Company (Virginia)	
CONTACT: Mr. William Hurd, Chairman	
TELEPHONE: 703-836-5025	
FAX:	
EMAIL: william.hurd@ci.alexandria.va.us	

SERVICE: Allegany Transit	DATES: 1999 to Present
DEPT/DISTRICT: Allegany County (New York)	
CONTACT: Mr. John Margeson, County Administrator	
TELEPHONE: 585-268-9217	
FAX: 585-268-9623	
EMAIL:	

SERVICE: Arlington Transit	DATES: 2003 to Present
DEPT/DISTRICT: Arlington County (Virginia)	
CONTACT: Mr. James Hamre, Transit Program Coordinator	
TELEPHONE: 703-228-3692	
FAX: 703-228-7548	
EMAIL: jhamre@arlingtonva.us	

SERVICE: BRTA	DATES: 2004 to Present
DEPT/DISTRICT: Berkshire Regional Transit Authority (Massachusetts)	
CONTACT: Mr. Charles MacNeil, Administrator	
TELEPHONE: 413-499-2782 x21	
FAX: 413-442-2536	
EMAIL:	

SERVICE: Brownsville Urban System	DATES: 1990 to Present
DEPT/DISTRICT: Brownsville (Texas)	
CONTACT: Mr. Charlie Cabler, City Manager	
TELEPHONE: 956-548-6005	
FAX: 956-546-4021	
EMAIL: charlie@cob.us	

SERVICE: Capital Metro & UT Shuttle	DATES: 2005 to Present
DEPT/DISTRICT: Capital Metropolitan Transportation Authority (Austin, Texas)	
CONTACT: Mr. Fred Gilliam, Chief Executive Officer	
TELEPHONE: 512-389-7544	
FAX:	
EMAIL:	

SERVICE: Carteret County Area Transportation System	DATES: 2000 to Present
DEPT/DISTRICT: Carteret County (North Carolina)	
CONTACT: Mr. Richard G. Page, Transportation Coordinator	
TELEPHONE: 252-240-1788	
FAX: 252-240-1788	
EMAIL:	

SERVICE: Cary Transit System (C-Tran)	DATES: 2002 to Present
DEPT/DISTRICT: Cary (North Carolina)	
CONTACT: Mr. Jim Parajon, Long Range Planning Manager	
TELEPHONE: 919-469-4029	
FAX: 919-388-1115	
EMAIL:	

SERVICE: Central Arkansas Transit (CAT), MAX Express, RiverRail	DATES: 2002 to Present
DEPT/DISTRICT: Central Arkansas Transit Authority	
CONTACT: Mr. Keith Jones, Exec. Director	
TELEPHONE: 501-375-0024	
FAX:	
EMAIL: director@cat.org	

SERVICE: Chatham Area Transit	DATES: 1986 to Present
DEPT/DISTRICT: Chatham Area Transit Authority (Georgia)	
CONTACT: Mr. Pete Liakakis, Chairman	
TELEPHONE: 912.233.2876	
FAX: 912-232-6933	
EMAIL: peteliakakis@chathamcounty.org	

SERVICE: Chemung County Transit System	DATES: 1988 to Present
DEPT/DISTRICT: Chemung County (New York)	
CONTACT: Mr. Mike Krusen, Deputy County Executive	
TELEPHONE: 607-737-2031	
FAX: 607-737-0351	
EMAIL:	

SERVICE: Chenango County Public Transit	DATES: 1996 to Present
DEPT/DISTRICT: Chenango County (New York)	
CONTACT: Mr. R. C. Woodford, Clerk of the Board	
TELEPHONE: 607-337-1430	
FAX: 607-337-1435	
EMAIL:	

SERVICE: Clayton County Transportation	DATES: 2004 to Present
DEPT/DISTRICT: Clayton County (Georgia)	
CONTACT: Mr. Jerome Parker, Transit director	
TELEPHONE: 404-463-3090	
FAX:	
EMAIL:	

SERVICE: Clermont County Transportation Connection	DATES: 2005 to Present
DEPT/DISTRICT: Clermont County (Ohio)	
CONTACT: Mr. David Spinney, County Administrator	
TELEPHONE: 513-732-7300	
FAX: 513-732-7826	
EMAIL:	

SERVICE: Clinton Area Rural Transit	DATES: 1991 to Present
DEPT/DISTRICT: Clinton County (New York)	
CONTACT: Mr. Rodney Brown, Director	
TELEPHONE: 518-565-4709	
FAX: 518-565-4885	
EMAIL:	

SERVICE: Corning-Erwin Area Transit System	DATES: 1996 to Present
DEPT/DISTRICT: Corning (New York)	
CONTACT: Mr. Mark Ryckman, City Manager	
TELEPHONE: 607-962-8148	
FAX: 607-962-0578	
EMAIL:	

SERVICE: Cortland Transit	DATES: 1993 to Present
DEPT/DISTRICT: Cortland County (New York)	
CONTACT: Mr. Dan Dineen, Planning Director	
TELEPHONE: 607-753-5043	
FAX: 607-758-7540	
EMAIL:	

SERVICE: Miami International Airport Shuttle	DATES: 1997 to Present
DEPT/DISTRICT: Dade County Aviation Department (Florida)	
CONTACT: Ms. Teresita Wagner, Manager of Landside Operations	
TELEPHONE: 305-876-7024	
FAX:	
EMAIL:	

SERVICE: CitiBus	DATES: 2001 to Present
DEPT/DISTRICT: Davenport (Iowa)	
CONTACT: Dee Bruemmer, Assistant City Administrator	
TELEPHONE: 563-326-7783	
FAX:	
EMAIL:	

SERVICE: Decatur Public Transit System	DATES: 1999 to Present
DEPT/DISTRICT: Decatur (Illinois)	
CONTACT: Mr. Paul McChancey, Mass Transit Administrator	
TELEPHONE: 217-424-2820	
FAX: 217-424-2818	
EMAIL: pmcchancey@decaturnet.org	

SERVICE: DTA and STRIDE	DATES: 1970 to Present
DEPT/DISTRICT: Duluth Transit Authority (Minnesota)	
CONTACT: Ms. Isobel Rapiach, President	
TELEPHONE: 218-626-2829	
FAX:	
EMAIL:	

SERVICE: ADA Paratransit	DATES: 2002 to Present
DEPT/DISTRICT: East Bay Paratransit Consortium (California)	
CONTACT: Mr. Mark Weinstein, General Manager	
TELEPHONE: 510-446-2007	
FAX:	
EMAIL:	

SERVICE: Non-Emergency Medicaid	DATES: 2000 to Present
DEPT/DISTRICT: Erie County Social Services (New York)	
CONTACT: Ms. Deborah Merrifield, Deputy Commissioner	
TELEPHONE: 716-858-7511	
FAX:	
EMAIL:	

SERVICE: FASTRAN - South	DATES: 1988 to Present
DEPT/DISTRICT: Fairfax County (Virginia)	
CONTACT: Mr. Matthew Spruill, Division Director - FASTRAN	
TELEPHONE: 703-324-7060	
FAX: 703-803-8150	
EMAIL: matthew.spruill@fairfaxcounty.gov	

SERVICE: Fayetteville Area System of Transit (FAST)	DATES: 2005 to Present
DEPT/DISTRICT: Fayetteville (North Carolina)	
CONTACT: Mr. Jerome Brown, Director, FAST	
TELEPHONE: 910-433-1743 x4441	
FAX: 910-433-1064	
EMAIL: jbrown@ci.fay.nc.us	

SERVICE: Foothill Transit - Arcadia	DATES: 2002 to Present
DEPT/DISTRICT: Foothill Transit (California)	
CONTACT: Mr. Doran Barnes, Executive Director	
TELEPHONE: 626-967-2274 x227	
FAX:	
EMAIL:	

SERVICE: Foothill Transit - Pomona	DATES: 1997 to Present
DEPT/DISTRICT: Foothill Transit (California)	
CONTACT: Mr. Doran Barnes, Executive Director	
TELEPHONE: 626-967-2274 x227	
FAX:	
EMAIL:	

SERVICE: Friendship Heights Community Shuttle	DATES: 1990 to Present
DEPT/DISTRICT: Friendship Heights (Maryland)	
CONTACT: Mr. Julian Mansfield, Village Manager	
TELEPHONE: 301-656-2797	
FAX:	
EMAIL:	

SERVICE: Gardena Special Transit	DATES: 1987 to Present
DEPT/DISTRICT: Gardena (California)	
CONTACT: Mr. Whit Ballenger, Transportation Director	
TELEPHONE: 310-321-0165	
FAX:	
EMAIL:	

SERVICE: Paratransit Services	DATES: 2004 to Present
DEPT/DISTRICT: Golden Gate Regional Center (California)	
CONTACT: Mr. Terrance Jones, Field Supervisor	
TELEPHONE: 415-495-2470	
FAX:	
EMAIL:	

SERVICE: GLTC Transit	DATES: 1974 to Present
DEPT/DISTRICT: Greater Lynchburg Transit Company (Virginia)	
CONTACT: Mr. Jack Hellewell, President, Board of Directors	
TELEPHONE: 434-847-1378	
FAX:	
EMAIL: jhellewell@ci.lynchburg.va.us	

SERVICE: CityLink and CityLift	DATES: 1971 to Present
DEPT/DISTRICT: Greater Peoria Mass Transit District (Illinois)	
CONTACT: Ms. Sharon McBride, Chair, Board of Trustees	
TELEPHONE: 309-677-2975	
FAX:	
EMAIL: mcbride@bradley.edu	

SERVICE: Valley Metro	DATES: 1974 to Present
DEPT/DISTRICT: Greater Roanoke Transit Company (Virginia)	
CONTACT: Mr. Jim Grigsby, Acting Assistant City Manager	
TELEPHONE: 540-853-2333	
FAX: 540-853-1138	
EMAIL: james.grigsby@roanokeva.gov	

SERVICE: CATS	DATES: 2006 to Present
DEPT/DISTRICT: Greene County (Ohio)	
CONTACT: Mr. Rich Schultze, Executive Director	
TELEPHONE: 937-562-6522	
FAX:	
EMAIL:	

SERVICE: Hammond Transit System	DATES: 1998 to Present
DEPT/DISTRICT: Hammond (Indiana)	
CONTACT: Mr. Keith Matasovsky, Director	
TELEPHONE: 219-853-6513 x6514	
FAX:	
EMAIL:	

SERVICE: Hearst Castle Shuttle	DATES: 1989 to Present
DEPT/DISTRICT: Hearst Castle (San Simeon, California)	
CONTACT: Mr. Hoyt Fields, Chief Curator	
TELEPHONE: 805-927-2075	
FAX:	
EMAIL: hfields@hearth-castle.org	

SERVICE: Non-Emergency Medicaid	DATES: 1999 to Present
DEPT/DISTRICT: Herkimer County (New York)	
CONTACT: Mr. Neil Bostwick, Commissioner	
TELEPHONE: 315-867-1222	
FAX:	
EMAIL:	

SERVICE: Hialeah Transit System	DATES: 2002 to Present
DEPT/DISTRICT: Hialeah (Florida)	
CONTACT: Mr. Jorge De La Nuez, Acting Transit Manager	
TELEPHONE: 305-681-5757	
FAX:	
EMAIL: jdelanuez@ci.hialeah.fl.us	

SERVICE: Intracity Transit	DATES: 2002 to Present
DEPT/DISTRICT: Hot Springs (Arkansas)	
CONTACT: Mr. Lance Hudnell, Deputy City Manager	
TELEPHONE: 501-321-6815	
FAX: 501-321-6814	
EMAIL: lhudnell@cityhs.net	

SERVICE: Airport Shuttle Services	DATES: 2002 to Present
DEPT/DISTRICT: Houston International Airport - Rental Agency Consortium (Texas)	
CONTACT: Mr. Bob Cloran, Co-Chairman	
TELEPHONE: 281-230-2002	
FAX: 281-233-1322	
EMAIL: bob.cloran@cedant.com	

SERVICE: METRO	DATES: 1991 to Present
DEPT/DISTRICT: Houston Metropolitan Transit Authority (Texas)	
CONTACT: Ms. Ninfa Muench, Contract Manager	
TELEPHONE: 713-615-7383	
FAX: (713) 758-7896	
EMAIL: nm01@ridemetro.org	

SERVICE: METRO Lift	DATES: 1995 to Present
DEPT/DISTRICT: Houston Metropolitan Transit Authority (Texas)	
CONTACT: Mr. Jim Laughlin, Director of Transportation Programs	
TELEPHONE: 713-615-7100	
FAX: 713-615-7140	
EMAIL: jl04@ridemetro.org	

SERVICE: IndyGo - Transit Store	DATES: 2006 to Present
DEPT/DISTRICT: Indianapolis Public Transportation Corporation (Indiana)	
CONTACT: Mr. Michael Terry,	
TELEPHONE: 317-614-9310	
FAX:	
EMAIL:	

SERVICE: JTA and The Lift	DATES: 1987 to Present
DEPT/DISTRICT: Jackson Transit Authority (Tennessee)	
CONTACT: Ms. Donna Hodge, President	
TELEPHONE: 731-427-8417	
FAX:	
EMAIL:	

SERVICE: Kern County Transit	DATES: 1994 to Present
DEPT/DISTRICT: Kern County (California)	
CONTACT: Mr. Billy Roberts, Transportation Coordinator	
TELEPHONE: 661-862-5009	
FAX: 661-862-8613	
EMAIL: robertsb@co.kern.ca.us	

SERVICE: Lake Erie Transit	DATES: 1980 to Present
DEPT/DISTRICT: Lake Erie Transit Commission (Michigan)	
CONTACT: Mr. Joe Lybik, Chairman	
TELEPHONE: 734-243-0700	
FAX:	
EMAIL: jslybik@ci.monroe.mi.us	

SERVICE: El Metro	DATES: 2003 to Present
DEPT/DISTRICT: Laredo (Texas)	
CONTACT: Mr. Larry Dovalina, City Manager	
TELEPHONE: 956-791-7302	
FAX: 956-791-7498	
EMAIL: ldovalina@ci.laredo.tx.us	

SERVICE: DASH - Community	DATES: 1997 to Present
DEPT/DISTRICT: Los Angeles (California)	
CONTACT: Ms. Corinne Ralph, Transportation Planning Supervisor	
TELEPHONE: 213-580-5437	
FAX: 213-580-1188	
EMAIL:	

SERVICE: DASH - Downtown	DATES: 1991 to Present
DEPT/DISTRICT: Los Angeles (California)	
CONTACT: Mr. Michael Griffin, Transportation Planning Associate	
TELEPHONE: 213-580-5434	
FAX: 213-580-1188	
EMAIL:	

SERVICE: LRTA	DATES: 2001 to Present
DEPT/DISTRICT: Low Country Regional Transportation Authority (South Carolina)	
CONTACT: Mr. Thomas Heyward, Chairman	
TELEPHONE: 843-757-3401	
FAX:	
EMAIL:	

SERVICE: Fixed Route	DATES: 2004 to Present
DEPT/DISTRICT: Lowell Regional Transit Authority (Massachusetts)	
CONTACT: Mr. James Scanlan, Administrator	
TELEPHONE: 978.459.0164	
FAX:	
EMAIL:	

SERVICE: Paratransit Services	DATES: 2004 to Present
DEPT/DISTRICT: Lowell Regional Transit Authority (Massachusetts)	
CONTACT: Mr. James Scanlan, Administrator	
TELEPHONE: 978.459.0164	
FAX:	
EMAIL:	

SERVICE: Madison Transit System	DATES: 2005 to Present
DEPT/DISTRICT: Madison County (New York)	
CONTACT: Mr. Jacob Miller, Director of Planning	
TELEPHONE: 315-366-2478	
FAX:	
EMAIL:	

SERVICE: Manchester Transit	DATES: 2002 to Present
DEPT/DISTRICT: Manchester Transit Authority (New Hampshire)	
CONTACT: Mr. John Trisciani, Chairman	
TELEPHONE: 603.623.8801	
FAX:	
EMAIL:	

SERVICE: BWI Airport Shuttle Services	DATES: 2004 to Present
DEPT/DISTRICT: Maryland Aviation Administration	
CONTACT: Ms. T. Suzette Moore, Chief Procurement Officer	
TELEPHONE: 410-859-7100	
FAX:	
EMAIL:	

SERVICE: Memphis Area Transit	DATES: 1976 to Present
DEPT/DISTRICT: Memphis Area Transit Authority (Tennessee)	
CONTACT: Mr. Will Hudson, General Manager	
TELEPHONE: 901.722.7111	
FAX:	
EMAIL:	

SERVICE: Maintenance Management Services	DATES: 1995 to Present
DEPT/DISTRICT: Merrimack Valley Regional Transit Authority (Massachusetts)	
CONTACT: Mr. Joe Costanzo, Administrator	
TELEPHONE: 978.469.1251	
FAX:	
EMAIL:	

SERVICE: MV Regional Transit	DATES: 1983 to Present
DEPT/DISTRICT: Merrimack Valley Regional Transit Authority (Massachusetts)	
CONTACT: Mr. Joe Costanzo, Administrator	
TELEPHONE: 978.469.1251	
FAX:	
EMAIL:	

SERVICE: Middletown Transit	DATES: 1991 to Present
DEPT/DISTRICT: Middletown Transit District (Connecticut)	
CONTACT: Mr. Thomas Cheeseman, Exec. Director	
TELEPHONE: 860.346.0212	
FAX:	
EMAIL:	

SERVICE: Metro Transit	DATES: 2001 to Present
DEPT/DISTRICT: Mobile (Alabama)	
CONTACT: Mr. Al Stokes, Chief of Staff	
TELEPHONE: 251.208.7801	
FAX:	
EMAIL:	

SERVICE: Monroe Transit System	DATES: 1977 to Present
DEPT/DISTRICT: Monroe (Louisiana)	
CONTACT: Mr. Richard Moore, Director	
TELEPHONE: 318.329.2820	
FAX:	
EMAIL:	

SERVICE: Montgomery Area Transit System	DATES: 2000 to Present
DEPT/DISTRICT: Montgomery (Alabama)	
CONTACT: Mr. Ken Groves, Planner	
TELEPHONE: 334.241.2712	
FAX:	
EMAIL:	

SERVICE: Montgomery County Transit	DATES: 1989 to Present
DEPT/DISTRICT: Montgomery County (Maryland)	
CONTACT: Mrs. Carolyn Biggins, Chief, Division of Transit Services	
TELEPHONE: 240-777-5800	
FAX:	
EMAIL:	

SERVICE: Muncie Indiana Transit System	DATES: 1981 to Present
DEPT/DISTRICT: Muncie (Indiana)	
CONTACT: Mr. J.B. Black, Chairman	
TELEPHONE: 765.285.5697	
FAX:	
EMAIL:	

SERVICE: Nashua Transit System	DATES: 1993 to Present
DEPT/DISTRICT: Nashua (New Hampshire)	
CONTACT: Mr. Paul Newman, Manager	
TELEPHONE: 603.589.3087	
FAX:	
EMAIL:	

SERVICE: Paratransit Call Center Services	DATES: 1997 to Present
DEPT/DISTRICT: New York City Transit - Division of Paratransit	
CONTACT: Mr. Dennis Erkus, Command Center Officer	
TELEPHONE: 646.252.2823	
FAX:	
EMAIL:	

SERVICE: Inmate Movement	DATES: 1999 to Present
DEPT/DISTRICT: New York State, Department of Correctional Services	
CONTACT: Ms. Teresa Knapp-David, Director of Transportation	
TELEPHONE: 518-457-6022	
FAX: 518-457-7014	
EMAIL:	

SERVICE: Access	DATES: 2006 to Present
DEPT/DISTRICT: Omnitrans (San Bernardino, California)	
CONTACT: Mr. Frank Quass, Operations Services Supervisor	
TELEPHONE: 909-912-7416	
FAX:	
EMAIL:	

SERVICE: County Area Transit System	DATES: 1996 to Present
DEPT/DISTRICT: Ontario County (New York)	
CONTACT: Mr. Geoffrey Astles, County Administrator	
TELEPHONE: 585-396-4400	
FAX:	
EMAIL:	

SERVICE: Ozark Transit	DATES: 2001 to Present
DEPT/DISTRICT: Ozark Transit (Arkansas)	
CONTACT: Jerre Van Hoose, Mayor	
TELEPHONE: 501.750.8114	
FAX:	
EMAIL:	

SERVICE: PV Transit	DATES: 1983 to Present
DEPT/DISTRICT: Palos Verdes Peninsula Transit Authority (California)	
CONTACT: Mr. John Mayer, Administrator	
TELEPHONE: 310-544-7108	
FAX:	
EMAIL:	

SERVICE: Pasadena Area Rapid Transit	DATES: 2001 to Present
DEPT/DISTRICT: Pasadena (California)	
CONTACT: Ms. Catherine Cole, Transit Manager	
TELEPHONE: 626-744-3725	
FAX: 626-578-0746	
EMAIL: ccole@cityofpasadena.net	

SERVICE: Philadelphia International Airport Shuttle	DATES: 1999 to Present
DEPT/DISTRICT: Philadelphia Division of Aviation (Pennsylvania)	
CONTACT: Mr. Keith Brune, Airport Operations Manager	
TELEPHONE: 215-937-6803	
FAX: 215-937-6921	
EMAIL: keith.brune@phl.org	

SERVICE: PVTA	DATES: 2001 to Present
DEPT/DISTRICT: Pioneer Valley Transit Authority (Massachusetts)	
CONTACT: Mr. Gary Shepard, Administrator	
TELEPHONE: 413.732.6248	
FAX:	
EMAIL:	

SERVICE: King's Point Recreation Area Shuttle	DATES: 1992 to Present
DEPT/DISTRICT: Point Management, Inc. (Delray Beach, Florida)	
CONTACT: Mr. Michael Hyman, President	
TELEPHONE: 561-499-3335	
FAX: 561-499-3584	
EMAIL:	

SERVICE: Century Village Trolley	DATES: 1991 to Present
DEPT/DISTRICT: Point Management, Inc. (Florida)	
CONTACT: Ms. Joanne Jackson, Vice President - Administration	
TELEPHONE: 561-451-1225	
FAX: 561-451-1218	
EMAIL:	

SERVICE: Portland International Airport Shuttle	DATES: 1997 to Present
DEPT/DISTRICT: Port of Portland (Oregon)	
CONTACT: Mr. Dan Brame, Parking Systems Manager	
TELEPHONE: 503-231-5000	
FAX: 503-460-4124	
EMAIL: bramed@portptld.com	

SERVICE: OmniRide and OmniLink	DATES: 2003 to Present
DEPT/DISTRICT: Potomac & Rappahannock Transportation Commission	
CONTACT: Mr. Alfred Harf, Executive Director	
TELEPHONE: 703-580-6121	
FAX:	
EMAIL:	

SERVICE: MetroBus	DATES: 1999 to Present
DEPT/DISTRICT: Puerto Rico Highway and Transportation Authority	
CONTACT: Ms. Maria Del Carmen Ramirez, Assistant Secretary for Planning	
TELEPHONE: 787-723-3760	
FAX: 787-721-8798	
EMAIL:	

SERVICE: Putnam Area Transit	DATES: 1993 to Present
DEPT/DISTRICT: Putnam County (New York)	
CONTACT: Mr. John Lynch, Director of Planning	
TELEPHONE: 845-878-3480	
FAX: 845-878-6721	
EMAIL:	

SERVICE: Maintenance Management Services	DATES: 2003 to Present
DEPT/DISTRICT: Quad Cities Garage Policy Group (Iowa/Illinois)	
CONTACT: Mr. Jeff Nelson, General Manager	
TELEPHONE: 309.788.3660	
FAX:	
EMAIL:	

SERVICE: Paratransit Services	DATES: 2001 to Present
DEPT/DISTRICT: Regional Center of the East Bay	
CONTACT: Mr. Gary Hunnicutt, Transportation Service Manager	
TELEPHONE: 510-383-1226	
FAX: 510-633-5038	
EMAIL: ghunnicutt@rceb.org	

SERVICE: Transit Service	DATES: 1978 to Present
DEPT/DISTRICT: Regional Transportation Commission of Washoe County (Nevada)	
CONTACT: Mr. Gregory Krause, Exec. Director	
TELEPHONE: 775.348.0400	
FAX:	
EMAIL:	

SERVICE: RTD - Denver	DATES: 2002 to Present
DEPT/DISTRICT: Regional Transportation District (Denver, Colorado)	
CONTACT: Mr. Bruce Abel, AGM, Contracted Services	
TELEPHONE: 303-299-2839	
FAX:	
EMAIL:	

SERVICE: RTD - Longmont	DATES: 2002 to Present
DEPT/DISTRICT: Regional Transportation District (Denver, Colorado)	
CONTACT: Mr. Bruce Abel, AGM, Contracted Services	
TELEPHONE: 303-299-2839	
FAX:	
EMAIL:	

SERVICE: RTD Call Center	DATES: 2002 to Present
DEPT/DISTRICT: Regional Transportation District (Denver, Colorado)	
CONTACT: Mr. Larry Buter, Paratransit Services Manager	
TELEPHONE: 303-299-2152	
FAX: 303-299-2992	
EMAIL: larry.buter@rtd-denver.com	

SERVICE: Richland County Transit	DATES: 1994 to Present
DEPT/DISTRICT: Richland County (Ohio)	
CONTACT: Ms. Kathy Wigton,	
TELEPHONE: 419.774.6201	
FAX:	
EMAIL:	

SERVICE: River Valley Metro	DATES: 1999 to Present
DEPT/DISTRICT: River Valley Metro Mass Transit District (Kankakee, Illinois)	
CONTACT: Mr. Robert Hoffman, Managing Director	
TELEPHONE: 815-929-0936	
FAX:	
EMAIL:	

SERVICE: Tar River Transit	DATES: 2005 to Present
DEPT/DISTRICT: Rocky Mount (North Carolina)	
CONTACT: Mr. Peter Varney, Assistant City Manager	
TELEPHONE: 252.972.1330	
FAX:	
EMAIL:	

SERVICE: San Luis Obispo Transit	DATES: 2001 to Present
DEPT/DISTRICT: San Luis Obispo (California)	
CONTACT: Mr. Austin O'Dell, Transit Manager	
TELEPHONE: 805-781-7121	
FAX:	
EMAIL:	

SERVICE: Community Transit	DATES: 1997 to Present
DEPT/DISTRICT: Snohomish County Area Public Transportation (Washington)	
CONTACT: Mr. Bob Brown, Manager of Contracted Services	
TELEPHONE: 425-348-7182	
FAX: 425-348-2341	
EMAIL: bob.brown@commtrans.org	

SERVICE: Z-Bus	DATES: 1986 to Present
DEPT/DISTRICT: South East Area Transit (Zanesville, Ohio)	
CONTACT: Ms. Gretchen Sayre, Chairman	
TELEPHONE: 740.452.9766	
FAX:	
EMAIL:	

SERVICE: SEAT	DATES: 2002 to Present
DEPT/DISTRICT: South East Area Transit District (Norwich, Connecticut)	
CONTACT: Mr. Charles Kosloskey, Chairman	
TELEPHONE: 860.445.1928	
FAX:	
EMAIL:	

SERVICE: Bucks County Paratransit Services	DATES: 2006 to Present
DEPT/DISTRICT: Southeastern Pennsylvania Transportation Authority	
CONTACT: Mr. Warren Montague, Director of Service Operations	
TELEPHONE: 215-580-3423	
FAX: 215-580-3475	
EMAIL: wmontague@septa.org	

SERVICE: Montgomery County Paratransit Services	DATES: 2004 to Present
DEPT/DISTRICT: Southeastern Pennsylvania Transportation Authority	
CONTACT: Mr. Warren Montague, Director of Service Operations	
TELEPHONE: 215-580-3423	
FAX: 215-580-3475	
EMAIL: wmontague@septa.org	

SERVICE: Southern Teton Area Rapid Transit	DATES: 2002 to Present
DEPT/DISTRICT: Southern Teton Area Rapid Transit (Jackson, Wyoming)	
CONTACT: Mr. George Erb, Chairman	
TELEPHONE: 307.739.8519	
FAX:	
EMAIL:	

SERVICE: Spartanburg Transit	DATES: 1992 to Present
DEPT/DISTRICT: Spartanburg (South Carolina)	
CONTACT: Ms. Evelyn Tice, Asst. City Manager	
TELEPHONE: 803.596.2032	
FAX:	
EMAIL:	

SERVICE: Non-Emergency Medicaid Brokerage	DATES: 1998 to Present
DEPT/DISTRICT: State of Connecticut , Department of Social Services	
CONTACT: Mr. Michael Starkowski, Deputy. Commissioner	
TELEPHONE: 860.424.5053	
FAX:	
EMAIL:	

SERVICE: CTTransit	DATES: 1979 to Present
DEPT/DISTRICT: State of Connecticut, Department of Transportation	
CONTACT: Mr. Michael Sanders, Transit and Ridesharing Administrator	
TELEPHONE: 860-594-2829	
FAX: 860-594-2848	
EMAIL: michael.sanders@po.state.ct.us	

SERVICE: Call Center Management	DATES: 2001 to Present
DEPT/DISTRICT: State of Illinois - Department of Public Aid	
CONTACT: Ms. Michelle Maher,	
TELEPHONE: 630-873-1440	
FAX: 217-524-7535	
EMAIL:	

SERVICE: Steuben County Transit System	DATES: 2000 to Present
DEPT/DISTRICT: Steuben County (New York)	
CONTACT: Mr. Greg Heffner, Planning Director	
TELEPHONE: 607-776-9631	
FAX: 607-776-6926	
EMAIL:	

SERVICE: Tioga County Public Transit (T-Tran)	DATES: 1992 to Present
DEPT/DISTRICT: Tioga County (New York)	
CONTACT: Mr. Shawn Yetter, Commissioner	
TELEPHONE: 607-687-8300	
FAX:	
EMAIL:	

SERVICE: TANK	DATES: 1972 to Present
DEPT/DISTRICT: Transit Authority of Northern Kentucky	
CONTACT: Mr. Bob Boswell, Chairman	
TELEPHONE: 859.525.1460	
FAX:	
EMAIL:	

SERVICE: LIFT Call Center Management	DATES: 2004 to Present
DEPT/DISTRICT: Tri-County Metropolitan Transportation District (Portland, Oregon)	
CONTACT: Mr. Debra Maercklein,	
TELEPHONE: 503.802.8200	
FAX:	
EMAIL:	

SERVICE: MTP Call Center Management	DATES: 2004 to Present
DEPT/DISTRICT: Tri-County Metropolitan Transportation District (Portland, Oregon)	
CONTACT: Ms. Nancy Thomas, Contract Manager	
TELEPHONE: 503.802.8215	
FAX:	
EMAIL:	

SERVICE: Tyler Transit	DATES: 1993 to Present
DEPT/DISTRICT: Tyler (Texas)	
CONTACT: Mr. Robert Turner, City Manager	
TELEPHONE: 903.533.7435	
FAX:	
EMAIL:	

SERVICE: Employee Shuttle Services	DATES: 2002 to Present
DEPT/DISTRICT: University of Cincinnati (Ohio)	
CONTACT: Mr. Greg Mendell, Manager of Transportation Services	
TELEPHONE: 513-556-4424	
FAX:	
EMAIL:	

SERVICE: ValleyRide	DATES: 2004 to Present
DEPT/DISTRICT: ValleyRide (Idaho)	
CONTACT: Ms. Kelli Fairless, Executive Director	
TELEPHONE: 208-846-8547	
FAX: 208-846-8564	
EMAIL:	

SERVICE: Department of Human Services Transportation	DATES: 2005 to Present
DEPT/DISTRICT: Warren County (New Jersey)	
CONTACT: Ms. JanMarie McDyer, Transportation Coordinator	
TELEPHONE: 908-475-6332	
FAX: 908-475-6206	
EMAIL:	

SERVICE: DC Circulator	DATES: 2005 to Present
DEPT/DISTRICT: Washington Metropolitan Area Transit Authority (WMATA)	
CONTACT: Mr. Jack Recqua,	
TELEPHONE: 202-962-1319	
FAX:	
EMAIL:	

SERVICE: Wichita Transit	DATES: 1981 to Present
DEPT/DISTRICT: Wichita (Kansas)	
CONTACT: Chris Cherches, City Manager	
TELEPHONE: 316.268.4351	
FAX:	
EMAIL:	

SERVICE: Paratransit Services	DATES: 2001 to Present
DEPT/DISTRICT: Specialized Transportation for Arlington Residents	
CONTACT: Mr. Eric Smith, Manager	
TELEPHONE: 703.228.3692	
FAX:	
EMAIL:	

FORM PW-6
OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Albany Transit	DATES: 1985 to 2005
DEPT/DISTRICT: Albany Transit System (Georgia)	
CONTACT: Lemuel Edwards	
TELEPHONE: (912) 431-3234	
FAX:	
EMAIL:	

SERVICE: Cape Cod Regional Transit	DATES: 1989 to 2005
DEPT/DISTRICT: Cape Cod Regional Transit Authority (Massachusetts)	
CONTACT: Joseph Potzka, Jr.	
TELEPHONE: (508) 775-8504	
FAX:	
EMAIL:	

SERVICE: DASH - Wilmington	DATES: 1996 to 2006
DEPT/DISTRICT: City of Los Angeles, DOT (California)	
CONTACT: Ms. Corrine Ralph	
TELEPHONE: (213) 580-5437	
FAX:	
EMAIL:	

SERVICE: Dubarton Bridge Express	DATES: 1999 to 2005
DEPT/DISTRICT: Dumbarton (California)	
CONTACT: Christina Verdin	
TELEPHONE: (590) 891-7252	
FAX:	
EMAIL:	

SERVICE: DATA	DATES: 2003 to 2004
DEPT/DISTRICT: Durham (North Carolina) Durham Area Transit Authority	
CONTACT: Mr. Steve Mancuso	
TELEPHONE: (919) 957-7336	
FAX:	
EMAIL:	

SERVICE: ETHRA	DATES: 2006 to 2006
DEPT/DISTRICT: Eat Tennessee Human Resource Agency	
CONTACT: Mr. Gordon Acuff	
TELEPHONE: (865) 691-2551	
FAX:	
EMAIL:	

SERVICE: Airport shuttle Services	DATES: 2004 to 2006
DEPT/DISTRICT: Kenton County (Kentucky)	
CONTACT: Ms. Lisa Ransom	
TELEPHONE: (859) 767-7023	
FAX:	
EMAIL:	

SERVICE: Lorain County Transit	DATES: 1998 to 2005
DEPT/DISTRICT: Lorain County (Ohio)	
CONTACT: Mr. Robb Hoffman	
TELEPHONE: (440) 233-7868	
FAX:	
EMAIL:	

SERVICE: County-wide deman response	DATES: 2003 to 2005
DEPT/DISTRICT: Onslow County (North Carolina)	
CONTACT: Tracy Dean	
TELEPHONE: (910) 346-9214	
FAX:	
EMAIL:	

SERVICE: employee shuttle	DATES: 2000 to 2006
DEPT/DISTRICT: Severstal NA, Inc.	
CONTACT: Mr. Ron Sayre	
TELEPHONE: (313) 322-4910	
FAX:	
EMAIL:	

SERVICE: City Coach & City Ride	DATES: 2003 to 2006
DEPT/DISTRICT: Vacaville (City of)	
CONTACT: Brian Mclean	
TELEPHONE: (707) 449-5330	
FAX:	
EMAIL:	

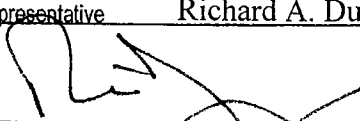
SERVICE: YoloBus	DATES: 2003 to 2006
DEPT/DISTRICT: Yolo County Transportation District (California)	
CONTACT: Terry Bassett	
TELEPHONE: (530) 661-0816 x12	
FAX:	
EMAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	First Transit, Inc.
Address	705 Central Avenue, Suite 300, Cincinnati, Ohio 45202
Internal Revenue Service Employer Identification Number	23-1716119

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	First Transit, Inc.
Authorized representative	Richard A. Dunning
Signature	
Date	1-17-07

FORM PW-8

The proposer is required to fill in the following blanks.

Name under which
Subcontractor is licensed

License
Number

Address

Specific Description of Subcontract work

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: First Transit, Inc.

My County (WebVen) Vendor Number: 13676601

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 12,000+						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: See attached.						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. First Transit is a subsidiary of FirstGroup plc, a publicly owned firm traded on the London Exchange.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Senior Vice President	Date: 1-17-07
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CC -
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EQUAL EMPLOYMENT OPPORTUNITY
2006 EMPLOYER INFORMATION REPORT EEO-1
CONSOLIDATED REPORT

T588601

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SECTION B - COMPANY IDENTIFICATION

1. FirstGroup America
705 Central Avenue
Cincinnati
OH 45202

2.a. FirstGroup America
705 Central Avenue
Cincinnati
OH 45202

b. EI=650545137

c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-N 2-Y 3-Y DUNS NO.: 17-590-5488

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES

	TOTAL B-K	***** (B)	***** (C)	***** (D)	***** (E)	***** (F)	***** (G)	***** (H)	***** (I)	***** (J)	***** (K)
OFFICIALS AND MANAGERS.....	1105	500	139	62	7	3	264	106	21	1	2
PROFESSIONALS.....	6	4	0	0	0	0	2	0	0	0	0
TECHNICIANS.....	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS.....	0	0	0	0	0	0	0	0	0	0	0
OFFICE AND CLERICAL.....	526	75	26	6	3	1	251	106	53	5	0
CRAFT WORKERS (SKILLED).....	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES (SEMI-SKILLED).....	24967	5937	3081	1233	322	58	7580	5214	1387	78	77
LABORERS (UNSKILLED).....	2237	1221	321	386	76	7	80	88	54	3	1
SERVICE WORKERS.....	0	0	0	0	0	0	0	0	0	0	0
TOTAL (10)	28841	7737	3567	1687	408	69	8177	5514	1515	87	80
PREVIOUS REPORTED TOTAL (11)	27998	7834	3478	1704	406	63	8195	4800	1348	95	75

1. 08/01/06 thru 08/15/06 (Date(s) of payroll period used)
2. N (Does this establishment employ apprentices?)

I certify that the information in the attached EEO-1 report is complete and true to the best of my knowledge and was reported in accordance with the EEO-1 instructions. (Willfully false statements on the attached EEO-1 report are punishable by law, U.S. Code, Title 18, Section 1-01.)

Type name and title of certifying official:

Brad Jokovich
VP of HR

Signature

Date

9-25-06

Telephone No. w/area code
513-419-3253
Fax: 513-419-3207

GAIN/GROW EMPLOYMENT COMMITMENT

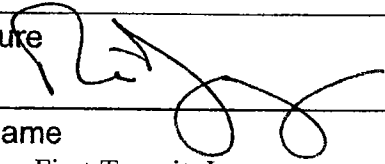
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Senior Vice President
Firm Name First Transit, Inc.	Date 1-17-07

**TRANSMITTAL FORM TO REQUEST AN ~~REP~~
SOLICITATION REQUIREMENTS REVIEW**

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Proposer Name: First Transit, Inc.	Date of Request:
Project Title: Edmund d. Edelman Children's Court/ Los Nietos Shuttle Service	Project No. 2007-PA001

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(each additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

First Transit, Inc.

Company Name

705 Central Avenue, Suite 300, Cincinnati, Ohio 45202

Address

23-1716119

Internal Revenue Service Employer Identification Number

N.A.

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

☒
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.
(X)
()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.
()
()

Signature

1-17-07

Date

Richard A. Dunning, Senior Vice President

Name and Title (please type or print)

FORM PW-13

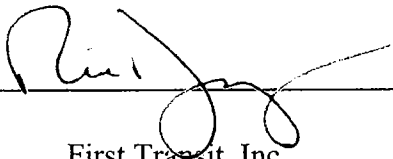
Displaced Transit Employee Declaration

In accordance with California Labor Code Sections 1070 through 1074, the County will give a preference to any proposer who declares that the proposer will retain the employees of the prior contractor and subcontractor on this form. The undersigned declares:

☒ that the proposer will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days pursuant to California Labor Code 1070 through 1074. If this box is checked, the 10 percent preference will be given.

OR

☐ that the proposer does NOT agree to retain the employees of the prior contractor or subcontractor for a period of 90 days pursuant to California Labor Code 1070 through 1074. If this box is checked, the 10 percent preference will NOT be given.

Signature 	Title Senior Vice President
Firm Name First Transit, Inc.	Date 1-31-07

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE****Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): Self Insured - administered by Aetna

Company Insurance Group Number: 727757-11-022

Health Benefit(s) Payment Schedule:

☒ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: First Transit, Inc.

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

DATE:

1-17-07

PLEASE PRINT NAME:

Richard A. Dunning

TITLE OR POSITION:

Senior Vice President

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☒ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.) *First Transit, Inc. has thousands of employees and hundreds of locations in the continental U.S. and Puerto Rico. In the ordinary course of business it has wage claims at the local, state, or federal level. All such claims were promptly resolved and have no impact on First Transit's ability to*

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature

First Transit, Inc.

Print Name of Firm

Richard A. Dunning, Sr. Vice President

Print Name and Title

1-17-07

Date

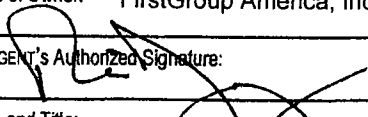
First Transit, Inc. has thousands of employees and more than 100 locations in the continental U.S. and Puerto Rico. In the ordinary course of business it has wage claims at the local, state, or federal level. All such claims were promptly resolved and have no impact on First Transit's ability to serve its customers.

FORM LW-5

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	First Transit, Inc.	Print Name of Owner:	FirstGroup America, Inc.
Print Address of Firm:	705 Central Ave., Suite 300	Owner's/AGENT's Authorized Signature:	
City, State, Zip Code	Cincinnati, Ohio 45202	Print Name and Title:	Richard A. Dunning Senior Vice President

Public Entity Name	
Public Entity Address:	Street Address: City, State, Zip:
Case Number/Date Claim Opened:	Case Number: Date Claim Opened:
Name and Address of Claimant:	Name: Street Address: City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

Additional Pages are attached for a total of _____ pages.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: First Transit, Inc.

Name of Proposer's Health Plan: Self insured/Aetna administered Date: 1-17-07

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			See attached description.
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

BENEFIT SCHEDULE

Available for Non-Occupational Injury or Illness

FirstTransit - Full-Time Salary Employees

October 1, 2006

First
BenefitChoices

Medical Coverage (See separate handout for Consumer Driven Schedule)	Plus	Advantage	Secure A	USNow(L5)
	<u>In Network</u>	<u>In Network</u>	<u>In Network</u>	<u>In & Out of Network Benefits</u>
Annual Cash Deductible				
Person	\$200	\$300	\$500	Each Accident \$500/day/30days
Family	\$500	\$750	\$1,250	X-Ray, Doctor, ER \$1,000
Coinsurance Percentage				
Company	80%	75%	70%	Each Hospital Stay \$1,500/day/30days
Employee	20%	25%	30%	Admission Benefit \$1,000
Annual Out-of-Pocket Limits				
Person	\$2,000	\$3,000	\$4,500	Intensive Care \$1,000/day/30days
Family	\$4,000	\$6,000	\$9,000	
Maximum Benefit Per Person				
Lifetime Benefit	\$1,000,000	\$1,000,000	\$1,000,000	Physician Office Maximum 6 Visit \$150
Calendar Year Maximum	\$1,000,000	\$1,000,000	\$1,000,000	
Physician Office Visit Co-Pay	\$15	\$20	\$25	Surgical Benefit \$5,000
Wellness Benefit (In-Network Only)				
Company Paid Percentage	100%	100%	100%	Anesthesia Benefit 25% of cost to \$1,250
Mammogram - annual	Age 35 and over	Age 35 and over	Age 35 and over	Wellness Care \$100
Pap Smear - annual	No Limiting Age	No Limiting Age	No Limiting Age	
Colonoscopy & Prostate Exam	Age 40 and over	Age 40 and over	Age 40 and over	
Digital Rectal Exam - annual	Age 40 and over	Age 40 and over	Age 40 and over	
Physical - annual(Adults)	Age 40 and over	Age 40 and over	Age 40 and over	
Physical - annual (Children)	Up to age 17	Up to age 17	Up to age 17	
Well-Baby Care	Under Age 7	Under Age 7	Under Age 7	
Voluntary Disease Management Program				Life Insurance: (Employee-\$5,000, Spouse-\$2,500, Each Child-\$1,250)
Asthma, Diabetes, Congestive Heart Failure, Coronary Heart Disease	100% Company Paid	100% Company Paid	100% Company Paid	Eye Exam, Frames, Lenses, Lasik Surgery
Vision Discount Plan (Self Managed Vision)	Eye Exam, Frames, Lenses, Lasik Surgery	Eye Exam, Frames, Lenses, Lasik Surgery	Eye Exam, Frames, Lenses, Lasik Surgery	
Out-of-Network benefits (Certain benefits not paid out-of-network)	Benefits paid at 50%.	Benefits paid at 50%.	Benefits paid at 50%.	

Prescription Drug Benefit

	Generic	Formulary	Non-Formulary	Generic	Formulary
Pharmacy (31 Day Supply)					
25% up to Min/Max Co-Pay	\$10/\$20	\$20/\$40	\$30/\$60	\$10	Greater of \$50 or 50%
Mail Order (90 Day Supply)					
25% up to Min/Max Co-Pay	\$20/\$40	\$30/\$60	\$50/\$100	\$25	Greater of \$50 or 50%

Employee Assistance Program (EAP)

EAP Benefits	A personal and private counseling service for employee & family. Six visits per year. 100% company-paid.
---------------------	--

Flexible Spending Account Plans

Health Care	Set aside up to \$5,000 of pay on a before-tax basis to pay for unreimbursed health care expenses. Also allows for reimbursement of certain Over the Counter drugs. "Use it. Or, Lose it".
Dependent Care	Set aside up to \$5,000 of pay on a before-tax basis to pay for day care expenses for minor children while you work. "Use it. Or, Lose it".

Vision Care Program

Eyemed	Frequency	In Network	Out of Network
Exam	Once every 12 months	\$10 Co-pay	\$35.00
Frames	Once every 24 months	\$100.00 allowance/ 20% off balance over \$100.00	\$50.00
Lens Options	Once every 12 months	See Chart	See Chart
Contacts	Once every 12 months	\$0 co-pay, \$115.00 Allowance	See Chart

PROPRIETARY

BENEFIT SCHEDULE

Available for Non-Occupational Injury or Illness

FirstTransit - Full-Time Salary Employees



Dental Coverage

	Deductible	Diagnostic & Preventative	Basic/Major Care Coverage	Orthodontia	Network Discounts
Preferred Provider Network (PPO)	Person: \$50 Family \$150	\$1,000 per person	80%/50%	50% to \$1,000 Lifetime Maximum age 19	Yes
Dental Maintenance Organization (DMO) (In network only)	None	100% schedule	100%/Schedule	Fixed Cost per Service No Age Limitation.	Must use DMO Dentist

Disability Benefits

	Years Service	Less than 1 year	1 but less than 5 years	5 years and over
	Months pay at 100% Months pay at 60%	1 4	3 2	5 0
Short-Term Disability 100% company-paid				
Long-Term Disability 100% employee-paid	Percent of Pay	40%	50%	60%
	Cost per \$100 coverage	\$0.26	\$0.39	\$0.59
	Maximum monthly benefit allowed	\$8,000	\$8,000	\$8,000

Life and Accidental Death & Dismemberment Insurance

Company Paid Life	One times base annual rate of pay.	
Employee-Paid Life	Employee	Choice of "flat" \$10,000 or 1x, 2x, 3x base annual rate of pay. Rate per \$1,000 based on age.
	Spouse	50% of amount employee option. Cost based on employee age.
	Child	\$5,000 at \$1 per month. \$10,000 at \$2 per month.
Employee-Paid ADD	Employee	Choice of "flat" \$10,000 or 1x, 2x, 3x base annual rate of pay. Rate - \$0.45 per \$1,000 coverage.
	Spouse	50% of amount employee option. Rate - \$0.45 per \$1,000 coverage.
	Child	\$5,000 at \$.23 per month. \$10,000 at \$.45 per month.

401(k) Savings Plan (PN85)

Eligibility	Rule #1: You must be age 21. Rule #2: First of the month following the date you are hired.				
Employee Contributions	Up to 50% of your eligible pay. Contributions by certain highly paid employees (as defined by the IRS) may be limited.				
Company Match	The company match is 50% of the first six percent (6%) you contribute.				
Eligibility for Company Match	Rule #1: You are eligible to begin receiving the company match after you've worked for the company for one year. Rule #2: You have to work, at least, 1,000 hours a year to get the company match. Rule #3: You are eligible to get the company match starting age 21.				
Investments	Choose between several investment funds. Change investment choices daily.				
Vesting in Company Match	Service	Less than 2 Years	2 Years	3 Years	4 Years
	% Vested	0%	33%	66%	100%
In-Service Withdrawals	Loans, Hardships and Age 59-1/2				

Other Benefits

Paid Vacation	Paid Holidays
Education Reimbursement	Family Medical Leave
Service Recognition Programs	KEMBA Credit Union

Notes/Questions:

PROPRIETARY

BENEFIT SCHEDULE

Available for Non-Occupational Injury or Illness

FirstTransit - Full-Time Salary Employees

October 1, 2006



Medical Coverage(Self Insured)

	<u>Fund</u>	<u>Deductible</u>
Fund Deductible		
Single	\$500	\$1,000
Two-Person Family	\$750	\$1,500
Family	\$1,000	\$2,000
Annual Carry-Over Maximum	<u>Fund</u>	
Single	\$150	
Two-Person Family	\$250	
Family	\$350	
Coinsurance Percentage	<u>In Network</u>	<u>Out Of Network</u>
Company	80%	50%
Employee	20%	50%
Annual Out-of-Pocket Limits		
Single		\$2,500
Two-Person Family		\$3,750
Family		\$5,000
Maximum Benefit Per Person		
Lifetime Benefit		\$1,000,000
Physician Office Visit Co-Pay		Coinsurance after fund & deductible
Urgent Care Visit Co-Pay		Coinsurance after fund & deductible
Emergency Room Visit Co-Pay		
Emergency Condition		Coinsurance after fund & deductible
Non-Emergency Condition		Coinsurance after fund & deductible
Out-Patient Surgery Benefit		Coinsurance after fund & deductible
In-Patient Per Confinement Deductible		Coinsurance after fund & deductible
Preadmission Testing		Coinsurance after fund & deductible
Chiropractic Care		Coinsurance after fund & deductible Maximum 20 Visits Per Calendar Year
Mental Health Care		
In-Patient (31 Days Per Calendar Year)		Coinsurance after fund & deductible
Out-Patient (20 Visits Per Calendar Year)		Coinsurance after fund & deductible
Drug & Alcohol Treatment		
In-Patient (31 Days Per Calendar Year)		Coinsurance after fund & deductible
Out-Patient (20 Visits Per Calendar Year)		Coinsurance after fund & deductible Maximum Annual Benefit - \$1,875
Home Health Care Benefit		Coinsurance after fund & deductible 100 Visits Per Calendar Year
Wellness Benefit (In-Network Only)		
Company Paid Percentage		100%
Mammogram - annual		Age 35 and over
Pap Smear - annual		No Limiting Age
OBGYN exam		No Limiting Age
Colonoscopy		Age 40 and over
Prostate Exam - annual		Age 40 and over
Digital Rectal Exam - annual		Age 40 and over
Physical - annual(Adults)		Age 40 and over
Physical - annual (Children)		Up to age 17
Well-Baby Care		Under age 7
Voluntary Disease Management Program		
Asthma		100% Company Paid
Diabetis		100% Company Paid
Congestive Heart Failure		100% Company Paid
Coronary Artery Disease		100% Company Paid

PROPRIETARY

Benefits Information

1/26/2007

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

☒ Becomes eligible for health insurance coverage after 90 days of employment.

☒ Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS: STANDARD BENEFITS ARE AS FOLLOWS

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.

C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.

D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

FORM LW-8

COUNTY PROVIDED VEHICLES

** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

First Transit does not anticipate the use of subcontractors for the Services as outlined in the County's RFP.



First Transit will comply with the requirements of the County's Living Wage Ordinance, and we have not applied for an exemption from these requirements. The required forms are included after the proposal section titled, "Forms."



First Transit's success in the provision of local and community shuttle and fixed route services is a reflection of our management philosophy, which is based upon a high level of customer service. This translates into designing an operating plan that will meet and exceed the County's goals while incorporating your vision and mission statements. We have given consideration to each of your concerns as outlined in the RFP and addenda as well as issues we have identified during our research of this project. We believe the following items addressed in our proposal best demonstrate our commitment to the successful provision of Services and reflect our standing as the best qualified firm to perform these vital services.

- A 51 year history of successfully providing similar services throughout the United States and the financial backing of a multi billion dollar parent firm.
- A management philosophy emphasizing customer service that guides all aspects of our operations.
- A highly qualified management team, support system, regional and corporate resources.
- Extensive employee recruitment, screening, and hiring programs to attract the most qualified and motivated personnel while retaining current qualified team members.
- Training programs for all customer service staff – including drivers, dispatchers, and supervisors – that includes special emphasis on passenger relations and sensitivity training both during the classroom modules and behind the wheel exercises as well as on an on-going basis.
- Quality control programs to enable us to monitor key performance indicators including on time performance, employee turnover, and maintenance activities on a weekly basis.
- An award winning safety program encompasses personal safety for both employees and our riders as well as the protection of physical assets.
- An emphasis on community involvement and responsiveness.

First Transit has developed a wide range of programs designed to ensure that contracted transportation services are provided in a safe, courteous, and effective manner. In addition to the programs and policies outlined previously in our proposal, we submit the following information for your consideration.

Customer Service Program

Customer service and satisfaction occur at three different, but inter-related, levels for every First Transit operation:

- Passenger
- Transit Agency
- Community/Stakeholder

The responsibility for customer satisfaction at each of these levels is shared throughout our organization, both locally and at a corporate wide level, by way of a consistent philosophy we



call "Customer First." The Customer First philosophy is based on four fundamental cornerstones: Performance, Communication, Value, and Relationship.

The paragraphs below detail how each of these four cornerstones is addressed for each of the three customer levels.

Passenger Comfort and Satisfaction

First Transit's Customer First initiative represents the core values of customer satisfaction at First Transit and is an integral part of each employee's training. From technicians to drivers and supervisors to managers, every employee is expected to incorporate the four cornerstones of Customer First into their daily work activities, to virtually guarantee the comfort and convenience of the passenger.

Performance

Performance is the first key and is evident in First Transit's efforts at understanding the expectations and requirements of our passengers. A clean vehicle, a comfortable ride, working air conditioning, and a courteous driver make the difference between a difficult trip and an untroubled ride. Through our training programs, First Transit instills in our drivers the commitment to the provision of service that exceeds passenger expectations. Our driver performance is also monitored and audited periodically, using discreet driver monitoring practices.

Communication

The second key to passenger satisfaction is proper communication between First Transit and our passengers. Training for employees on customer contact and relationship building is a core element to ensuring that customer concerns are addressed at the front line, empowering drivers to take the extra step needed to deal with issues immediately and to answer questions customers have about the service.

Value

Third of the keys is adding value to the transit experience for the customer. A kind word, a smile, and recognition of the customer go a long way toward making the passenger feel good about their ride and the Services. By taking this extra step, First Transit drivers will ensure that our passengers recognize that their needs are being addressed. First Transit drivers who go above and beyond to add value are frequently recognized by senior management.

Ridership Relationship

The final key is the development of a healthy and productive relationship between the passenger and First Transit. At the driver level, this relationship is built each time the customer rides. When issues arise and the customer needs to express their concerns, First Transit will provide a single point of contact who will address the passenger's issue and work to develop a good relationship with the passenger.



County Satisfaction

The Customer First initiative also represents the core values of transit agency satisfaction at First Transit and is an integral part of our success as a company. Our entire management and supervisory team are trained in the four cornerstones of Customer First and how to apply them to their specific situation.

Performance

Every contractual relationship is founded on clearly defined performance standards, both fiscal and operational, which our local and region management teams are tasked with meeting and exceeding.

Communication

Our communication with the County will be consistent and regular; it is monitored by way of an annual customer satisfaction survey. Additionally our customers are granted access to a special area of our corporate website where they can express concerns or gratitude 24 hours a day, 365 days a year.

Value

Our project managers are tasked with reporting instances where they added value to our contract relationship in their management reports. Added value is a critical component of each manager's performance evaluation, so our managers know that they are expected to bring additional value to our client relationships such as participation and assistance with community events and getting involved.

Client Relationship

The final key to the County's satisfaction with First Transit is the development of a healthy and productive relationship with First Transit. We hope to develop a true partnership with both parties benefiting mutually and with the common goal of passenger safety and satisfaction.

Community/Stakeholder Satisfaction

At First Transit, we believe that when we enter into an agreement with a client, we are also entering into an implied relationship with the communities the client serves and all the stakeholders in the success of that transportation system. This is an important role to play and must be treated as such. In order for the partnership between the County and First Transit to succeed to its fullest potential, the community must be satisfied with First Transit as a responsible corporate citizen, and stakeholders must have confidence in First Transit as a steward of their best interests.

To accomplish these levels of satisfaction, we again employ the cornerstones of Customer First.



Performance

Stakeholders and community leaders have placed their trust in the County and in turn the County, by selecting First Transit, would be placing its trust in us. We must not violate that trust by under-performing.

Communication

For community leaders, the other County stakeholders to be satisfied with First Transit as a contractor, we must make ourselves available to them, to share ideas, listen to concerns, and discuss community needs. Communication is as important at this level as it is at the passenger and client levels of customer satisfaction. When we become a part of a community, we make it a priority to become a valued member of that community, so that community leaders know who we are and are comfortable approaching us.

Value

We do not perceive ourselves merely as a contractor or employer. We believe it is critical to contribute back to the community, by actively supporting public transportation and participating in endeavors that are important to the community. We do this on a national and regional level by actively participating in APTA and other programs that build support for public transportation, and we pledge to replicate these levels of support in the County.

Community Relationship

The final ingredient to satisfying the community and the County's stakeholders is to build and sustain a relationship with community leaders that foster growth and best-in-class public transportation services. Our senior managers and corporate support staff will assist our Project Manager in making sure that she has the tools and resources she needs to continue to maintain a positive image in the community, for First Transit as well as the County.

Service Implementation Plan

The most important part of any transition is the development and communication of a vision and strategy for the transition. Each system that we transition is different. Key concerns will be seamless transition of service, vehicle maintenance, customer service, and coordinated marketing efforts of the new services.

First Transit makes it a point to enter each system with a unique knowledge of the issues important to that customer and community. Aside from the research completed prior to proposal submittal, First Transit will work with the County upon the initial meeting stages to further this knowledge base. From this, we will be able to put together a strong vision of what needs to be done during the transition time.

Equally important to establishing this vision and strategy is communicating it to the people who must undertake the transition. The new management team, the transitioning



employees, and even the client must be aware of our vision and strategy in order to ensure success. This task falls on our Transition Agent and team, as outlined below.

Transition Agent and Team

The Transition Agent, a position that is unique to First Transit, is an individual with extensive operating experience who can help to lead the efforts of the entire management team to facilitate a smooth start-up. Don Swain, Region Vice President of Operations, will work in concert with our Project Manager candidate, will fill this position. Don will be the individual point person who will hold responsibility and accountability for the transition's success. Supporting Don will be our team of regional and corporate support staff who will be on site at key points during the transition to provide technical assistance to our on site team.

Supporting our primary corporate support staff are a number of professionals on staff with First Transit who spend a large portion of their time working solely on transitions and start-ups. The support staff is comprised of transit professionals from several different disciplines, with expertise in many different areas. They do, however, share the common goal of a smooth and efficient transition for your system. We have listed some of these support staff and their experience below.

Human Resources & Labor Relations

First Transit's Human Resources and Labor Relations team has provided expertise for many recent transitions. Gayle Gray is an attorney and First Transit's Director of Human Resources responsible for negotiation of labor contracts and ongoing labor relations and is responsible for directing the efforts of the team in establishing all human resource programs. Gayle and First Transit corporate staff including our Regional Human Resource Managers, Joyce Dilley and Linda Wilson will lead the effort to hire and recruit existing and new employees.

First Transit's Human Resources and Labor Relations team will work closely with our management team to complete the following primary tasks:

- Orientation meetings with the transitioning employees;
- Administrative tasks such as creating new hire packets and creating files on the transitioning employees;
- Recruiting, interviewing and hiring new employees;
- Ensuring benefits plans are in place and available;
- Performing background checks; and
- Drug and alcohol testing and compliance.

Operational Issues

Successful operation of the transit system is the end goal of a smooth transition. First Transit strives for high quality in all of our operations. We work to meet or exceed every performance standard set for us by our customers. Quality operations begin not at the start of service but even



before we submit a proposal. Our business development team works with our managers in the field to understand the service upon which we are bidding to include service types, route structures, facilities, political and economic environment, vehicle fleet, ridership, technology needs, and geography. We use this understanding to put forward the most competitive bid that we can offer.

Upon contract award, we take this understanding with us through the transition. We use our expertise in operational issues to find the most efficient method to run the system. During the start-up period, First Transit will customize all operating procedures.

Safety and Training

National Director of Safety, Steve Wallace and his Regional Safety staff, including West Region Safety Director Jim Renforth, have also provided assistance to our recent Transition Teams. Steve and his team specialize in organizing medical and training files for new employees, creating training manuals, insurance coverage, accident/incident paperwork and training new hires.

We anticipate using trainers from other First Transit locations in the region to provide the initial training for existing and new drivers. Furthermore, these professionals will perform a safety audit on the dispatch offices well before start of service to ascertain whether there are any issues that need to be dealt with before we officially begin service.

Maintenance Programs and Procedures

Todd Hawkins is First Transit's National Director of Maintenance and provides his expertise to transitions. Maintenance is often an issue of importance to our clients and Todd is one of the best in his field. He has a great deal of expertise in both traditional and alternative fuel vehicles and also can provide assistance with facility related issues.

Todd will assist in establishing all maintenance programs and lead the installation of our web based maintenance information system, Firstbase.

Todd will also provide assistance in the procurement new vehicles and inspection of the vehicles upon delivery for the Service and will ensure that all equipment is installed in a manner consistent with manufacturers' recommendations and County requirements.

Mark Bond serves as First Transit's Warranty Administrator and provides assistance establishing vendor relations, warranty procedures and inventory levels.

Rodney Booth coordinates and conducts training programs for all of First Transit's contract-managed systems. He will assist in the evaluation of



maintenance personnel and development of an initial and ongoing training program for maintenance staff.

Regional Staff

Resources from other First Transit customer systems facilities in the region including personnel, vehicles, and best practice information will be made available to our local management team in Los Angeles as needed to facilitate not only the transition period but to also ensure consistent operations throughout the contract period.

Key Tasks

There are many tasks that must be completed to ensure a successful transition, however, there are several that are critical in nature and time sensitive, and require special emphasis.

Coordination with the County

A smooth and seamless transition/start-up begins with the establishment of effective communications and a comprehensive transition plan. Upon contract award, First Transit's Region Vice President and Project Manager will meet with County staff to finalize the transition/start-up plan, which will include identifying key personnel; timelines for completion of tasks; and roles and responsibilities. We will also establish a schedule for weekly meetings to monitor progress and resolve and issues and concerns throughout transition/start-up period.

Employee Recruitment

At First Transit, we recognize that our best resources at any new location are the employees already employed there. The transition of these employees enhances our ability to provide a seamless transition and provides an experienced workforce. Therefore, we will spend a great deal of time and energy in the effort to recruit, hire and train a new workforce.

Initial emphasis will be placed on recruiting existing employees. Early in the transition process, with the cooperation of the current contractor, we will conduct orientation meeting with existing employees to provide information about First Transit and our wage and benefit package. All interested employees will be requested to submit applications and complete the screening, interview, and background check process.

Upon successful completion of the drug and alcohol tests, all qualified existing employees will be offered employment with First Transit.

Administrative Concerns

Administrative concerns, such as opening and maintaining detailed employee files, creating and keeping an extensive library of training materials and setting up payroll, are sometimes easily overlooked. First Transit, however, is aware of the importance of such administrative concerns to a smooth start-up and to the continued operation of a system.



Our Project Manager and management team as well as our transition team will be required to keep all files and to perform all required administrative duties for the transition and for the continuing operation of the service. This includes the establishment of accounts with First Transit headquarters, the establishment of petty cash funds, credit card accounts and payroll, the identification and implementation of the billing process, creation and maintenance of both employee files and training library and the purchasing of all computer hardware and software.

First Transit will provide the smoothest possible transition from the previous contractor for the Services. We have examined all elements of this transition, and we are confident that we have the resources to maximize transition efficiency. First Transit, with respect to our experience, financial stability, track record, and staff already dedicated to work on this project, is in a better position than any of our competitors to operate this service.

Acquisition of Assets and Equipment

Our operations facility is in place and all related support equipment including computer equipment, office furnishings, shop tooling and other supplies will be secured and installed during the transition period.

We will arrange for computer hardware installation upon move in and software set up simultaneously. It is imperative that all systems be in place and properly functioning prior to service start without disrupting current operations.

Revenue and support vehicles will be procured and delivered in a timely manner to accommodate training activities. Our vehicle provider has assured First Transit that new vehicles will be available within nine months of Service implementation. Our proposed interim vehicles will be leased and on site no later than one week prior to service implementation.

Contingency Planning

As with all of the best laid plans, there are always unforeseen issues that arise. For this purpose, First Transit tries to anticipate some of the areas that could result in significant delays. Below is a sample of some of those concerns and contingencies First Transit has in place in an effort to manage these incidents.

Scenario	Contingency Plan
Outgoing contractor is uncooperative in sharing any employment information, allowing First Transit to hold meetings with employees on property occupied by contractor, or releasing employees for meetings with First Transit.	First Transit, in conjunction with the client's recommendations, would make alternate arrangements to hold meetings at a nearby location during times when employees would be available, without interfering with the outgoing contractor's operation.



Scenario	Contingency Plan
Existing workforce is not qualified, is unable, or is unwilling to apply and be considered for employment with First Transit.	First Transit makes every effort to reach out to the existing workforce. However, in cases where it is determined that staffing levels may be an issue, recruitment strategies and plans are in place. These plans are in place in anticipation of turnover, and/or applicants who may not meet job requirements/qualifications. In addition, First Transit has several operations within the region to pull drivers from temporarily if necessary.
During the interviewing of the existing workforce, First Transit discovers that additional training is necessary for the new First Transit employees to meet established standards.	Training programs are in place, which may be conducted before the start date of our contractual agreement. Depending on the training needs and job requirements, training may take place before and/or after the location start date.

As stated above, this table represents examples of possible challenges arising in a service transition. First Transit is a seasoned company with many years of experience, and many start-ups and transitions to draw from. Anything situation or issue that arises is usually addressed on a local level by the start-up team in place. However, First Transit takes pride in the fact that we are able to draw from the experience of our vast network or transit professionals for assistance if necessary.

First Transit is expert in performing efficiently and maintaining service quality even in the face of making service changes or unforeseen events, as demonstrated in every one of our contracts on some level. Each change calls for an effective implementation plan whether it be a road closure or roll out of a new route. The key is detailed communication, coordination, and support.

First Transit has recently demonstrated flexibility in several service starts in which we were required to transition service from an existing contractor within short time constraints. Recent examples in which First Transit made difficult transitions successful include the following.

- Omnitrans ADA paratransit service – 140 employees, 101 vehicles. First Transit assumed operational responsibility for this service located in San Bernardino, California, on July 1, 2006.
- Houston Rental Car Shuttle – 85 employees, 26 vehicles, consolidation from eight providers to one single provider. This was accomplished in 30 days.
- Nampa Idaho (ValleyRide) – 25 employees, 12 vehicles (purchased), took over from a local provider. Accomplished in 90 days.
- Golden Gate Regional Center – 25 employees, 22 vehicles, took over from an existing contractor in 45 days.



- University of Texas Shuttle – please see letter at right.
- Madison County, New York – initiated service with less than two weeks time between being selected as contractor and service initiation
- Coach USA acquisition – transitioned over 400 employees to include training on company philosophy, policies and procedures, in addition to public outreach.

It is understood that one of the County's major concerns is reacting to changing demands for service. First Transit is adept at planning for and reacting to changes in service parameters. Revisions successfully implemented in less than 30 days include:

- Successful schedule changes in San Luis Obispo;
- Additional routes added in Los Angeles for our Downtown DASH operation;
- CNG fueling facility built in Clayton County operation;
- Recently certified an employee as a red curb painter in San Luis Obispo to assist the County;
- Had to move operations due to contractual changes from a facility housing six contracts in Los Angeles;
- Coordinated agreement with regional agency to fuel new CNG fleet until fueling facility was built on-site in our Foothill operation;
- Assisted Houston Metro with a bus rehab program due to a delay in the delivery of new buses; and
- Added a new paratransit route in Vacaville ten days after it was requested.

First Transit is successful due to the ability to be flexible and effectively manage day to day operations. We have taken a non-traditional approach in the management approach and staffing with a dedicated team as well as hands on support and dedication from our local operations. We are certain that we are prepared and will be able to meet the needs of the operation through our local staff and operational plan.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
2910 East Fifth Street, Austin, Texas 78702 | TEL 512.389.7400 | FAX 512.309.6596 | www.capmetro.org



June 28, 2005

Mr. Rick Dunning
Senior Vice President, Transit Management
First Transit, Inc.
705 Central Avenue, Suite 300
Cincinnati, OH 45202-5755

Dear Mr. Dunning:

Congratulations on the recent successful start up and transition from the former UT Shuttle provider. I realize this was no easy task as the facility we promised during the bidding was not available. Your flexibility made this difficult situation normal and I appreciate that. Scott Lansing is an asset to your firm and has been juggling several balls, including facility inaccessibility until three days before takeover and opposition tactics of the union.

First Transit has demonstrated complete professionalism in working with Capital Metro staff to ensure the smooth transition of our bus services. We look forward to a continued partnership as we provide transportation services to benefit our community.

Sincerely,


Fred Giliam
President/CEO



Summary of Transition and Implementation Plan

We have thoroughly examined all elements of this implementation, and we are confident that we have the resources in place to maximize transition efficiency. It is important to recognize the availability of human resources with respect to transitioning this contract. First Transit, with respect to our experience, financial stability, track record, operating procedures, approach to dispatching, local support, facility plan, and people already dedicated to work on this project, is in a better position than any of our competitors to operate this service.

One key factor to our proposed transition and implementation plan is the utilization of the resources of First Transit's other California area operations, our west region staff, and key personnel from our headquarters in Cincinnati. We believe with this extensive network of nearby personnel, we have the expertise and manpower necessary to meet any and all challenges that may be presented during service initiation.

We approach contracting as a true partnership to provide the greatest good to the community. This philosophy will drive the entire process and greatly benefit the service in the long run. Our goal with the County is continuous growth and development. In an ever-changing environment, there is always room for improvement, and we at First Transit want to be a part of it from initiation to implementation.

Innovations and Accomplishments

First Transit's policies and programs have proven to be effective in obtaining high standards of performance. Examples of successes in our operations follow.

Regional Transit District, Denver Colorado

In 2002, First Transit was selected to staff and manage the RTD's paratransit call center in Denver, Colorado. Prior to our transition, the overall performance of the transit call center was poor. Customer complaints, scheduled productivity and trip denials had all reached unacceptable levels under the management of the prior contractor.

On November 1, 2002, First Transit officially completed the transition of staff and management, and immediately instituted an action plan aimed at improving the overall operation of the RTD's call center. Over a 12 month period, First Transit's on-site management team and staff successfully:

- **Eliminated trip denials** (0% denial rate)
- **Reduced phone queue times by 115%** (from 2:15 to 1:00)
- **Reduced average talk times by 37%** (from 3:30 to 2:40)
- **Improved scheduled productivity by 17%** (1.20 to 1.5).



These achievements were accomplished during a 25 percent growth in demand. Our operational accomplishments, along with our comprehensive employee training programs, have greatly improved the overall level of customer service, as evident in the near elimination of client complaints.

New York City Transit

In 1996, First Transit (then Ryder/ATE Inc.) was selected to staff and support NYCT's first centralized Access-A-Ride Paratransit Command Center. Our First Transit on-site management team immediately developed a close, working partnership with NYCT management and successfully facilitated the implementation of a new automated reservation and scheduling software application (Trapeze-PASS).

While the mobilization of our workforce and the implementation of a new software program had its challenges, First Transit, in partnership and under the direction of NYCT management, effectively overcame each challenge and successfully mobilized the Paratransit Command Center in time to receive its first phone call in January of 1997.

First Transit successfully performs all reservation, transit control, and scheduling functions for the NYCT Paratransit Command Center 24-hours a day, seven days a week, 365 days per year. Annual call volume is approximately 3.3 million with about three million trips scheduled each year.

The operational accomplishments during the past six years include:

- **98.03% of Reservations calls answered are within 15 seconds;**
- **Average talk time for reservations calls is only 3:14 minutes per call;**
- **97% of calls to Transit Control are answered within 14 seconds; and**
- **Average talk time for Transit Control calls is only 2:44 minutes.**

Industry Recognition

In addition to the community outreach and involvement other than the normal course of business, First Transit has been recognized nationally for performance in the business that we have built our reputation on – public transportation.

National Safety Council

Four First Transit locations and one First Transit driver were recognized at the National Safety Council Annual Awards Banquet in Los Angeles, California.

- 2005 Fleet Division Leader – East Bay Paratransit; Oakland, California
- 2005 Fleet Division Leader – LA Dash Downtown; Los Angeles, California
- 2005 Fleet Division Leader – MTA Local II; Compton, California



- 2005 Fleet Division Leader – San Simeon Hearst Castle; San Simeon, California
- 2005 Occupational Green Cross for Safety Excellence Achievement – East Bay Paratransit; Oakland, California
- 2005 Safe Driver of the Year Honorable Mention – Cynthia Gullatt with seven and a half years of service and 220,000 miles

Conference of Minority Transportation Officials

The Conference of Minority Transportation Officials (COMTO) recently presented First Transit with a 2005 Corporate Citizen of the Year Award.

Metro Magazine – Partnership for the Long Haul

The May 2005 issue of Metro Magazine recently featured the Merrimack Valley Regional Transit Authority (MVRTA), a First Transit location in Haverhill, Massachusetts. The article entitled “First Transit Establishes Partnership for the Long Haul” discusses the twenty-two year relationship between MVRTA and First Transit.

First Transit provides the management and operation of the fixed-route, paratransit and maintenance departments. MVRTA operates 47 fixed-route vehicles and 14 paratransit vehicles serving 1.68 million passengers annually. Please see the attached article from Metro Magazine.

Metro Magazine – Top 10 Improved Transit Systems

Metro Magazine looked at transit systems across the nation. Wichita, Nashua, Metro, Potomac/Rappahannock, and Chatham Area Transit Systems – all First Transit properties – are five out of ten most improved Transit Systems as recognized by Metro Magazine.

First Transit’s philosophy is one of continuous improvement. These systems were running effectively. However, we worked with our clients to identify areas of potential improvement and experienced great success as a result of the team effort. These systems increased productivity, improved customer services, and boosted ridership by making monumental changes.

As we take a closer look at Wichita Transit (Wichita, Kansas), their improvement strategy paid off.

- Approval of a lucrative, long-range plan and tax commitment.
- Construction of a multi-million dollar operations facility.
- Replacement of 76 percent of the bus fleet, 70 percent of the van fleet and 40 percent of the trolley fleet.
- Revamped business practices for maintenance, ADA service, firebox collection, ridership analysis, safety and security programs and labor relations.



Nashua Transit System (Nashua, New Hampshire) renewed its commitment to providing top-notch customer service.

- Increased ridership by 12 percent after making changes to its route system and producing schedules with extended hours.
- Launched a travel-training program.
- Enlisted the aide of interpreters who produced schedules in Spanish and Braille.
- Purchased seven 30-foot Gillig buses and 12 ElDorado cutaway vans.

The Wave Transit System, formerly Metro Transit (Mobile, Alabama) saw increased benefits from improved customer service and an increase in its fleet of buses.

- Increase in ridership of 3.8 percent.
- The disposal of old parts and equipment, and a total renovation of a repair facility.
- Expanded operations into un-served neighborhoods.

Potomac and Rappahannock Transportation Commission (Woodbridge, Virginia) implemented an incentive program for operators that improved customer service and reduced operator turnover.

- Ridership on local and express bus services nearly doubled.
- Providing technical options for customers as they are now able to download schedule and route information from PRTC's website.
- Incentive rewards for contractors successful in maintaining a turnover rate of 20 percent or less for the year.

Achievements/Awards

National Conferences and Events

First Transit encourages its managers and professional staff to actively participate in national, state and local trade associations, including the American Public Transportation Association (APTA).

First Transit and our locations have received many awards recently. Listed below is a summary of the awards.

- 2005 APTA First Place AdWheel Award – Category Internet/Website for First Transit, Inc.
- 2005 APTA Outstanding Public Transportation System Achievement Award for Muncie Public Transportation Company; Muncie, Indiana.
- 2005 APTA First Place AdWheel Award – Category Brochures for the Transit Authority of Northern Kentucky; Ft. Wright, Kentucky.



- 2005 APTA First Place AdWheel Award – Category Media Kit for the Transit Authority of Northern Kentucky; Ft. Wright, Kentucky.
- 2005 APTA First Places AdWheel Award – Category Advertisement/Promotion for The Wave Transit System; Mobile, Alabama.
- 2005 APTA First Places AdWheel Award – Category Brochure for The Wave Transit System; Mobile, Alabama.
- 2005 APTA First Places AdWheel Award – Category Map for The Wave Transit System; Mobile, Alabama.
- 2005 APTA First Places AdWheel Award – Category Illustrated Bus for The Wave Transit System; Mobile, Alabama.
- 2005 APTA First Places AdWheel Award – Category Poster for The Wave Transit System; Mobile, Alabama.
- 2004 North Carolina Public Transportation Association Safety Award for the Town of Cary – Demand Response System; Cary, North Carolina.
- 2004 South Carolina Department of Transportation Safety Award for the Lowcountry Regional Transportation Authority; Bluffton, South Carolina.
- 2004 Virginia Transit Association Outstanding Public Transportation Marketing – Small System Award for Innovative Programs for Alexandria DASH; Alexandria, Virginia.

First Transit looks forward to making the County's Service an award winner. The above policies and procedures are indicative of those currently in use at our operations nationwide. They will be tailored to meet the needs and specifications of the County's Service.



Bid Detail Information**Bid Number :** PW-ASD 642**Bid Title :** EDMUND D. EDELMAN CHILDREN'S COURT/LOS NIETOS SHUTTLE SERVICE (2007-PA002)**Bid Type :** Service**Department :** Public Works**Commodity :** BUS - TRANSIT (COACH - TOURING) CUSTOM**Open Date :** 12/21/2006**Closing Date :** 1/11/2007 9:00 AM**Bid Amount :** N/A**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Edmund D. Edelman Children's Court/Los Nietos Shuttle Service (2007-PA002). The total annual cost of this service is estimated to be \$210,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/losnietosshuttle.pdf> or from Ms. Leslie Schenk at (626) 458 7334, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFP, including, but not limited to, a minimum of three years' experience in providing the same or similar fixed-route shuttle service for government agency(ies). This minimum three years' experience requirement also applies to the Proposer's Contract Manager as well as to the Proposer's Maintenance Manager. Additionally, within 12 months of the date of hire or the start of the contract, whichever is later, the Proposer's Maintenance Manager shall obtain National Institute for Automotive Service Excellence (ASE) Certification in the T-8 Preventative Maintenance Inspection (Medium/Heavy Truck) aspect. The Proposer's Maintenance Manager shall maintain his/her ASE Certification throughout the term of the contract.

A Proposers' Conference will be held on Thursday, January 11, 2007, at 9:00 a.m., at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, January 25, 2007, at 5:30 p.m. Please direct your questions to Ms. Schenk at the number above.

Contact Name : MS. LESLIE SCHENK**Contact Phone# :** (626) 458-7334**Contact Email :** lschenk@dpw.lacounty.gov**Last Changed On :** 12/27/2006 11:28:30 AM[Back to Last Window](#)

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: First Transit, Inc.

My County (WebVen) Vendor Number: 13676601

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM



As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

- II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 12,000+						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: See attached.						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed. First Transit is a subsidiary of FirstGroup plc, a publicly owned firm traded on the London Exchange.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

- IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:

Title:

Senior Vice President

Date:

1-17-07

CONSOLIDATED REPORT

SECTION B - COMPANY IDENTIFICATION

1. FirstGroup America
705 Central Avenue
Cincinnati
OH 45202

2.a. FirstGroup America
705 Central Avenue
Cincinnati
OH 45202

b. EI=650545137

c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-N 2-Y 3-Y DUNS NO.: 17-590-5488

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES

JOB CATEGORIES	TOTAL B-K	***** MALE *****					***** FEMALE *****				
		(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
OFFICIALS AND MANAGERS..... (1)	1105	500	139	62	7	3	254	106	21	1	2
PROFESSIONALS..... (2)	6	4	0	0	0	0	2	0	0	0	0
TECHNICIANS..... (3)	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS..... (4)	0	0	0	0	0	0	0	0	0	0	0
OFFICE AND CLERICAL..... (5)	526	75	26	6	3	1	251	106	53	5	0
CRAFT WORKERS (SKILLED)..... (6)	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES (SEMI-SKILLED)..... (7)	24967	5937	3081	1233	322	58	7580	5214	1387	78	77
LABORERS (UNSKILLED)..... (8)	2237	1221	321	386	76	7	80	88	54	3	1
SERVICE WORKERS..... (9)	0	0	0	0	0	0	0	0	0	0	0
TOTAL (10)	28841	7737	3567	1687	408	69	8177	5514	1515	87	80
PREVIOUS REPORTED TOTAL (11)	27998	7834	3478	1704	406	63	8195	4800	1348	95	75

1. 08/01/06 thru 08/15/06 (Date(s) of payroll period used)
2. N (Does this establishment employ apprentices?)

I certify that the information in the attached EEO-1 report is complete and true to the best of my knowledge and was reported in accordance with the EEO-1 instructions. (Willfully false statements on the attached EEO-1 report are punishable by law, U.S. Code, Title 18, Section 1-01.)

Type name and title of certifying official:

Brad Jokovich
VP of HR

Signature

9-25-06

Date

Telephone No. w/area code
513-419-3253
Fax: 513-419-3207

Request for Local Small Business Enterprise (SBE) Programs Program Identification and SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Empire Transportation, Inc.

My County (WebVen) Vendor Number: 13735101

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 115						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	1	19	15
Hispanic/Latino	2	2	3	2	35	24
Asian or Pacific Islander					4	1
American Indian						
Filipino			1		2	
White					3	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	80 %	%	%	%	%
Women	%	20 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
City of Los Angeles	X				04/2008

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	President & C.E.O.	01/25/2007

FORM PW-9

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: PCAM, LLC

My County (WebVen) Vendor Number: 51250301

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input checked="" type="checkbox"/> Other (Please Specify): Unlimited Liability Company					
Total Number of Employees (including owners): 900					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					
Hispanic/Latino					
Asian or Pacific Islander					
American Indian					
Filipino					
White					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	66.67 %	%	%	%	%
Women	%	33.33 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name:	Minority:	Women:	Disadvantaged:	Disabled Veteran:	Expiration Date:
Los Angeles County	X				11/2007

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	Chief Executive Officer	February 1, 2007

Equal Employment Opportunity Employee Information Report EEO-1 Worksheet AS of 01/26/2007

Company Code: 89T

Date: 01-26-2007

Job Categories	Total	MALE					FEMALE				
		White (B)	Black (C)	Hispanic (D)	Asian / Pacific Islander (E)	American Indian / Alaskan Native (F)	White (G)	Black (H)	Hispanic (I)	Asian / Pacific Islander (J)	American Indian / Alaskan Native (K)
Officer/Manager (1)	1				1						
Professional (2)											
Technician (3)											
Sales worker (4)											
Office/Clerical (5)											
Craftsman (6)	13			5	6						
Operative (7)	72	7	1	22	36	1	2	2		1	
Laborer (8)	2			2							
Service worker (9)	4			2	2						
TOTAL (10)	92	7	1	31	45	1	2	4		1	
Previous Totals (11)											
White collar (12)	39	3		17	18						
Production (13)											1

EEO-1 Worksheet (01-26-2007)

Company Code: LYK

Job Categories	Total	MALE					FEMALE				
		White	Black	Hispanic	Asian / Pacific Islander	American Indian / Alaskan Native	White	Black	Hispanic	Asian / Pacific Islander	American Indian / Alaskan Native
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
Officer/Manager (1)	49	20	2	20	2		2		3		
Professional (2)	3			1	1					1	
Technician (3)											
Sales worker (4)											
Office/Clerical (5)	34	2	1	4	3		4	2	16	2	
Craftsman (6)	65	22	4	15	2		4	3	10	5	
Operative (7)	523	118	41	151	52		27	30	79	25	
Laborer (8)	11	1		9	1						
Service worker (9)	123	39	6	42	21	2	1	4	5	3	
TOTAL (10)	808	202	54	242	82	2	38	39	113	36	
Previous Totals (11)											
White collar (12)	370	75	21	100	42	2	25	23	59	23	
Production (13)											

Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: **TRANSPORTATION CONCEPTS INC**

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners):

See attached chart

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Other	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) *N/A*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:

Title:

Date:

VICE PRESIDENT OF BD

02/01/07

EMPLOYER EQUAL EMPLOYMENT OPPORTUNITY (EE0) WORKFORCE PROFILE

PLEASE PRINT OR TYPE

JOB CATEGORIES	NUMBER OF EMPLOYEES										
	OVERALL TOTALS (SUM OF COL. B THRU K) A	MALE					FEMALE				
		WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) G	BLACK (NOT OF HISPANIC ORIGIN) H	HISPANIC I	ASIAN OR PACIFIC ISLANDER J	AMERICAN INDIAN OR ALASKAN NATIVE K
Officials and Managers	86	27	3	27	14	0	6	1	7	1	0
Professionals	3	2	0	0	0	0	1	0	0	0	0
Technicians											
Sales Workers											
Office and Clerical	18	3	1	0	2	0	0	0	3	0	0
Craft Workers (Skilled)											
Operatives (Semi-Skilled)	1382	95	94	664	172	6	42	87	290	30	2
Laborers (Unskilled)											
Service Workers	49	4	4	34	4	0	0	0	3	0	0
TOTALS	1538	131	102	625	192	6	53	89	304	33	3

FIRM NAME: Transportation Concepts